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## The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, APRIL 9, 1921.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE.

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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### Current Topics.

#### The New Chancellor of the Exchequer.

VERY LITTLE is known in London about the Scots Bar. Therefore, it is not infrequently the case that one finds even eminent legal practitioners who are quite ignorant of the fact that Sir ROBERT HORNE, the new Chancellor of the Exchequer, is a very distinguished member of the Scottish Faculty of Advocates. He took silk ten years ago, and when war broke out enjoyed a practice at the Scots Bar only rivalled by that now enjoyed by Sir JOHN SIMON in England. He was in every really great or important case. Like Sir JOHN SIMON, Sir ROBERT is a man of high academic and intellectual attainments; he took a first-class in philosophy at Glasgow University and for some years was a university lecturer on philosophy in Wales. Although only forty-two when war broke out, he had achieved so great a professional position that he boldly and finally gave up law for public service; he accepted a minor administrative post at the Admiralty and soon won his way up to the highest temporary appointment in that Ministry. Like WILLIAM Pitt, himself a barrister, he has attained the Chancellorship of the Exchequer within a little over two years of entering the House of Commons. The Chancellor, by the way, has some judicial functions. He sits once a year in the Lord Chief Justice's Court to hear and determine the applications of landowners who desire to be excused from service as Sheriffs.

#### The Vacant Lord Chief Justiceship.

THE LONG DELAY in filling the vacant office of Lord Chief Justice is, no doubt, to be attributed to political considerations. Whether this is a public scandal or not we leave to others to decide. If Sir GORDON HEWART desires the office and is not allowed to take it, then the position should be accepted and another appointment made. The present time, with the increase of King's Bench Division business which we notice below, and the delay in issuing a Divorce Order under the Administration of Justice Act, is not one when the office can be conveniently left vacant.

### The Easter Cause Lists.

THE EASTER CAUSE Lists shew a drop in the number of appeals as compared with last sittings—147 against 189; the number at Michaelmas was 216, and a year ago 168; so that the Court of Appeal is not overburdened. As usual, the Chancery Appeals are light, only 16; the King's Bench Appeals are 92, and there are 15 Workmen's Compensation Appeals. But there is an increase in the Chancery Division list—302 as against 250 last term, with 88 company cases, and also in the King's Bench Division—1,551 as against 1,325; at Michaelmas the number was 1,125; and the result is to outweigh the slight fall in the Probate, Divorce and Admiralty list and gives a total of 4,325 matters, in addition to the appeals, against 4,189 last sittings. At Michaelmas the total was 4,302. The present total is the highest of recent years, but it is mainly due to the Probate and Divorce List with 2,320 cases, of which 1,945 are undefended. The officials in charge of the lists still continue to lump Probate and Divorce together, though the matters are essentially distinct, but, of course, the vast majority of the cases are divorce.

### The Lost Divorce Order.

IT MAY BE that we are insufficiently informed, but we have not yet heard of any arrangements being made for the trial of divorce cases in the provinces under the Administration of Justice Act, 1920. That Act introduced a very moderate scheme for the decentralization of divorce business. It enabled commissioners of assize to be appointed "to try and determine matrimonial causes of any prescribed class"—i.e., "prescribed by the Lord Chancellor by order made with the concurrence of the Lord Chief Justice of England and the President of the P. D. & A. Division." In the debate in Committee of the House of Lords on the Bill on 9th December, Lord READING was careful to emphasize that his concurrence was not a mere matter of form. He would have to be satisfied that the condition of business at Assizes would enable the causes to be sent there without unduly prolonging the stay of Judges on Circuit, and consequently their absence from London, where there was already a very congested list awaiting trial. This did not promise well for the smooth working of the measure, but nevertheless it was rushed through all its stages in the House of Commons on 20th December without discussion as a matter of great urgency, though in fact no part of the Bill was in the least urgent, except that dealing with divorce business. Then at the beginning of last sittings, when Sir HENRY DUKE was pressed to say when an Order under the Act would be made, he replied that an Order might be made at any minute. The Lord Chancellor was, we believe, at that time abroad, and when he returned it may be that Lord READING was too busy saying good-bye to think about concurring in Orders. At any rate, so far as we are aware, no Order has been made, and, as there is now no Lord Chief Justice—nor, apparently, any probability of there being one within appreciable time—there is no chance in sight of any Order being made. So why the Administration of Justice Bill was rushed through without any discussion of the proper kind of provincial divorce jurisdiction we do not profess to know.

### Indian Divorces.

OUR STATEMENT last week in connection with the decision in *Keyes v. Keyes* that it has been assumed hitherto that the Indian Divorce Act, 1869, gave jurisdiction to pronounce decrees which were effectual in England was, we find, too wide. To those who have had occasion to pay special attention to the conflicting tests of domicile and nationality, or of residence, as grounds for jurisdiction in divorce the question has long been familiar, and our attention has been called to the treatment of the subject by Mr. E. S. P. HAYNES in his book "Divorce Problems of To-day"—to be obtained from the Divorce Laws Reform Union—published in 1912, but consisting of articles which had appeared in the *Fortnightly Review* and elsewhere between 1906 and 1912. The period, it will be noticed, covered the efforts of Lord GORELL, following on his judgment in *Dodd v. Dodd* (1906, P. 189), to arouse public interest in the hardships of divorce and separation law

which resulted in the appointment of the Royal Commission. In an article in the *Fortnightly Review* of May, 1908, on the Colonial Marriages Act, 1906, Mr. HAYNES observed: "It is more than arguable that, owing to the peculiar jurisdiction of the Indian Courts in divorce, a man may be divorced in Calcutta, and return to find himself married to the divorced wife in London," which is the result recently affirmed by Sir HENRY DUKE; and he recurred to the subject in an article on "Domicile and Nationality" in the *Eye Witness* of June, 1911. We shall be glad of the opportunity of considering the matter further by the help of Mr. HAYNES' book. It is, perhaps, too much to expect that the Bill which has been promised to validate marriages affected by *Keyes v. Keyes* will deal with the subject generally, and give occasion for reconsidering the test of divorce jurisdiction.

### The Emergency Regulations.

THE EMERGENCY POWERS ACT, 1920, was passed last autumn in anticipation of a case of industrial emergency such as has now arisen. We print elsewhere the Proclamation of Emergency which brings it into effect, and which enables Emergency Regulations to be made under it. In commenting on the Act at the time it was passed (*ante*, p. 38), we suggested that, should the occasion arise, the Defence of the Realm Regulations would probably be taken as a precedent. This appears to have been done, and the Regulations, which will be found in the *London Gazette*, of 5th April—they are much too long for us to print—show clear marks of their origin. Thus there is power to take possession of land, buildings, stores and other property; to regulate road transport and shipping; to take possession of and control mines and gas, water and electricity undertakings; to prohibit meetings and processions likely to give rise to grave disorder and overtax the resources of the police; and to enter on premises: and the two following regulations which it may be useful to quote in full:—

27.—(1) Any police constable may arrest without warrant any person who so acts as to endanger the public safety, or who is guilty, or is suspected of being guilty of an offence against these regulations [with four other sub-clauses, one giving power of entry and search on the order of a Secretary of State or Chief Officer of Police].

30.—If the fulfilment by any person of any contract is interfered with by the necessity on the part of himself or any other person of complying with these regulations or any order or direction thereunder, that necessity shall be a good defence to any action or proceedings taken against that person in respect of the non-fulfilment of the contract so far as it is due to that interference.

The apparatus for the preservation of order is formidable, and its enforcement would possibly lead to trouble, only to be justified as the alternative to greater trouble. It may be hoped that it will not in fact have to be put into operation.

### Mandates under the League of Nations.

THE PROPER COURSE to be taken in settling the terms of Mandates under the League of Nations, especially in regard to securing Parliamentary control over the terms for Mandates to be accepted by the country, is causing a good deal of discussion in Parliament and in the Press. The terms of Article 22 of the Covenant, which deals with Mandates, does not deal with this point, and is not at all clear as to the procedure to be adopted in settling the terms. Most of the article is occupied with stating the general principles which are to govern Mandates, and in particular the principle that the well-being and development of the people subject to them "form a sacred trust for civilization and that securities for the performance of this trust should be embodied in this Covenant." It follows—and, indeed, is implied in the conception of a Mandate as a trust instrument—that the Mandatory Power may not obtain any advantage for itself or its subjects except so far as is compatible with the welfare of the native population and the equal commercial rights of other nations. And it is expressed in the Article that Mandates must secure "equal opportunities for the trade and commerce of other members of the League." It is true that the good faith of the attitude of the Allied Powers in this respect has been doubted, and Mr. LANSING, President WILSON's Secretary of State at the

time of the Peace Conference, has plainly stated (see *The Times* of the 5th inst.) that the system of Mandates was merely a cloak to hide what was in fact annexation of conquered territory, and to preclude the obligation of accounting for the value of the territory against the German indemnity. This criticism may or may not be justified, but it has the advantage of emphasizing the necessity of securing that the system shall in practice be free from the suspicion of gain to the Mandatory Power.

#### Parliamentary Control over the Terms of Mandates.

THE AUTHORITY of the Allied and Associated Powers to deal with ex-enemy territory by means of Mandates depends in the first instance on the cession of these territories by the Peace Treaties. Thus under Art. 119 of the Treaty with Germany, "Germany renounces in favour of the Principal Allied and Associated Powers all her rights and titles over her overseas possessions". And then the system of Mandates (*pace* Mr. LANSING) is introduced by Art. 22 as a more righteous way of dealing with the ceded territory then parcelling it out among the conquerors. But the only direction as to the terms of and control over Mandates is contained in the concluding part of Art. 22: "The degree of authority, control, or administration to be exercised by the Mandatory shall, if not agreed on by the Members of the League, be explicitly defined in each case by the Council." It has been suggested that the agreement by the Members of the League means agreement by the Members in the Assembly, and this is probably correct. No such agreement has, in fact, we believe, taken place, for no Mandates were submitted to the Assembly at its meeting last year. Hence it is for the Council to approve all Mandates, and in fact the discussion of the terms of a Mandate lies between the proposed Mandatory Power, which will consider what terms it can undertake, and the Council of the League which will consider whether those terms agree with the principles of Art. 22. But at all stages the terms of the Mandate must be open for public discussion. "It is only in the free air of publicity that the League of Nations can live and prosper," said Lord BRYCE, in concluding his letter on the subject to *The Times* of 24th March; and the case for examining in detail in Parliament the terms of the proposed Mandates before they are submitted to the Council was strongly urged in the House of Commons on the same date, in particular by Lord ROBERT CECIL. This is, apparently, not the view of the Government, and the Prime Minister in the House of Commons on the 4th inst., said that the terms of a Mandate are in part the terms of a treaty and do not admit of public discussion. But even assuming that treaty negotiations can now properly be carried on in secret, this seems to misconceive the position with regard to Mandates, and in particular the pecuniary obligations attached to them make Parliamentary control essential. And in his statement published in *The Times* of the 7th inst., Sir ERIC DRUMMOND, the Secretary-General of the League of Nations, disclaims for the Council any function in respect of the settling of Mandates except to see that they conform to the prescription of Art. 22. As to submitting the proposed terms to the national Parliament, that, says Sir ERIC, "does not concern the League at all. It is a constitutional question which can alone be determined by each individual Mandatory Power." It may be presumed that the result of the discussion will be to secure Parliamentary control in settling the terms of Mandates accepted by this country.

#### The Technical Meaning of "Extenuating Circumstances."

A POINT OF much interest has just been suggested in *Rex v. Cook and Clarkson* (*Times*, 5th inst.) by the learned metropolitan police magistrate of Tower Bridge Police Court, Mr. BINGLEY, better known to the legal profession in his former capacity of Secretary to the Bar Council. Mr. BINGLEY proposed to commit to the Central Criminal Court the two defendants, who were charged with housebreaking and larceny. He was asked to commit them instead to the London Quarter Sessions, on the ground that one of the defendants had already been convicted

there and released under the Probation of Offenders Act, 1907; it would obviously be convenient that the same court should deal with the new charge and the alleged breach of prisoner's former recognizances. While complying with this request, the learned magistrate expressed a view that s. 1 of the Probation of Offenders Act, 1907, is being very much misapplied at Quarter Sessions. That statute provides that, where it appears to the court that an accused person is guilty, but that "the court is of opinion that, having regard to the character, antecedents, age, health, and mental condition of the person charged, or to the trivial nature of the offence, or to the extenuating circumstances . . . it is inexpedient to inflict other than a nominal punishment," it may deal with the prisoner under the statute by releasing him on probation. The section is in very wide terms, but it certainly seems to contemplate that release under the section shall be an *exceptional* thing, due to exceptional circumstances in the case, and not the ordinary rule. Mr. BINGLEY complains that London Quarter Sessions, judged by the record of cases sent up by him and with the facts of which he is necessarily acquainted, seem to read this section in the exactly opposite sense to that which is intended; they release on probation the ordinary thief and housebreaker, and only punish persons accused of exceptional or unpopular offences. In other words, they treat "probation" as the rule, "punishment" the exception. In practice the offender is regarded as entitled, like a dog, to his "first bite." Indeed, in some cases, according to Mr. BINGLEY, even hardened criminals appear to be released under the section. If Mr. BINGLEY is correct in his interpretation of the facts, there would certainly appear to be a misunderstanding of the section on the part of those responsible for administering it at London Sessions. A second or subsequent offence can hardly be regarded as entitled to the benefit of the Act, unless in very unusual circumstances.

#### The Scope of the Probation Act

THE OBJECT of the section, we think, may be gathered from the fact that it was intended to supersede the old s. 16 of the Summary Jurisdiction Act, 1875, familiar to a generation of practitioners in magisterial courts, but now almost forgotten. Under that section, power was given to a Summary Jurisdiction Court to dismiss, instead of convict, notwithstanding that a charge was proved, provided the offence was "trivial." The intent of this provision was discussed in *Salt v. Scott-Hale* (1903, 2 K.B. 245) and *Pomeroy v. Malvern U.D.C.* (1903, 67 J.P. 375). It was there suggested by the Divisional Court that the statute was intended to apply chiefly to cases in which a statute or a bye-law creates a summary offence, although the conduct which it penalizes was only in extreme cases mischievous, and might in many cases be harmless or even unavoidable, e.g., where a bye-law forbids the projection of a building beyond the line of the street. This may be mischievous or not according to the number of dwellings in the road and its general character. In such cases the statute intended the justices to dismiss the offence. But it was not intended to apply to deliberate crimes, such as assaults or thefts or continuing offences, such as nuisances. Moreover, the older section was confined in its operation to magisterial courts. The limits of s. 16 were well known and often discussed; the courts had cut down its utility by holding that it could not be applied in a number of cases. The result was that the Probation of Offenders Act, 1907, was passed in order to give the courts wider scope to release juvenile or first offenders or to dismiss charges involving no moral turpitude or serious social danger on the part of the defendant. The statute contemplated as a condition precedent to its applicability the existence of some non-normal characteristic in the case, such as youth or old age or good character or weak mentality or poverty or sudden temptation. Supposing such condition precedent existed, the court might properly release under the Act even a person guilty of a rather serious offence. But in the absence of one of these non-normal characteristics, then the court should administer the ordinary law in the case of all serious offences. But, even in the case of normal defendants, provided the offence is not of a serious

character, it may dismiss the charge under this section ; unless this is so, there seems to be no reason for the disjunctive clause " or to the trivial nature of the offence." Failing both of those conditions precedent, i.e., where the defendant is a normal person and the offence is not trivial, the court should only exercise its powers in exceptional cases where there are " extenuating circumstances " ; this seems to be the effect of the third disjunctive clause. It would perhaps be useful if the Divisional Court would seize some convenient opportunity to indicate the lines on which jurisdiction shall be exercised under this extremely difficult statute.

#### Alternative Liability of Marine and Fire Underwriters.

FROM THE POINT of view of the business community, probably the most interesting case of last term was that of *Niger Company v. Guardian Assurance Company* (*Times*, 26th February), which came up to the Court of Appeal from Mr. Justice ROCHE, who had tried it as a commercial cause. The question which arose concerned the alternative liabilities of fire and marine underwriters in a situation which often arises. A very serious fire occurred at Burutu, Nigeria, just a little over three years ago. Vast quantities of stores were destroyed, including a quantity in the possession of the Niger Company ; these were the subject-matter of the present action. The stores consisted of Nigerian products brought down by the natives from the interior and stored in warehouses at the Port of Burutu until shipping facilities were ready to take them to the country of destination. The goods had already been handed to the Niger Company, which arranged their carriage by sea ; the shipowner would in due course become agent of the company in carrying out the contract to load, ship, and deliver in England. The Niger Company insured the goods in two directions : first, with the fire assurance company, and secondly, with marine underwriters. The fire policies were issued subject to the condition that the fire insurance should not apply to any loss of property which, at the time of loss, was insured under a marine policy, except as regards excess of value over the marine valuation. Well, to make a long story short, when the goods were destroyed by fire, the marine undertakers denied liability on the ground that the adventure had not been prosecuted with reasonable despatch, and the fire underwriters repudiated liability on the ground that the marine underwriters were liable for the losses. The Court of Appeal refused to find any lack of reasonable despatch on the part of the Niger Company ; it held that the marine policy began to operate the moment the goods at the warehouse were insured, and that, therefore, the marine underwriters were liable. This excused the fire underwriters except as regards excess. But it is difficult to see what real point there was in effecting a fire policy under the circumstances, and the business community not unnaturally regards the legal rule established as very unsatisfactory.

#### Location Clauses in Marine Insurance Policies.

AS A MATTER of fact, since the case has taken three years from the date of the loss before arriving at an authoritative decision in the Court of Appeal, underwriters have not awaited the decision of the Court, but have taken steps to protect themselves in future cases. This is done by means of a " location clause," which is now inserted in the policy. Such a clause states that in the event of loss and/or damage to the insured goods *before* shipping, the underwriters shall not be liable in respect of any one accident for more than a specified amount. This imposes on the fire underwriters a real and adequate burden, namely, all losses caused by fire beyond the limited amount undertaken by the underwriters, provided such losses occur at the port of shipment before loading. No doubt this was always the intention of the parties. Incidentally, a difficulty arose in the course of this case in the lower court, which was only solved by some little pressure on the part of the learned trial judge. Slips of insurances had been issued, but not policies, before the cause of action arose. The recognised course in such cases is that the underwriter at once issues the policy as a matter of honour, in order to enable the aggrieved party to sue ; for statute renders void a contract of marine insurance not in the statutory form under seal. In this

case the underwriters at first contended that the slip had been issued *per incuriam*, without the necessary exception of a " location " clause in their favour, and they showed reluctance to issue the statutory policy. But this attitude was not maintained ; however natural, it would have involved a grave breach of existing etiquette, and to their credit the underwriters abandoned their vantage ground, and did not press the point.

#### Jurywomen in New York.

WE COMMENTED recently on the astonishing boldness of the New York judge who dared to exclude " blondes " from a mixed jury on the ground of their well-known fickleness. Later information, however, has dispelled the mystery. It seems that in the New York " Court of Morals," which hears charges of a certain kind affecting women and girls, the presiding judge is herself a woman—Judge JEAN MORRIS. It did not therefore require any special courage to arraign a section of her own sex on so heinous a charge. But some old-fashioned people may be unkind enough to suggest that the exclusion of " blondes " on so frivolous a ground is some evidence of inherent incapacity in the female sex to act in a judicial capacity. We fear, however, that there are male judges capable of showing an equal lack of the sense of proportion.

## Recent Decisions on the Law of Vendor and Purchaser.

" *Subject to Formal Contract.*"—The recent Law Reports have had, perhaps, an unusually large proportion of cases on the law of Vendor and Purchaser. The output of judicial decisions would be less copious if persons who are negotiating with regard to property always took the precaution of going to a solicitor before committing themselves in any way ; but this is what a large number fail to do, and where the matter comes into the solicitor's hands, the first question frequently is whether a binding contract has been already made, or whether the terms of it are still open for consideration. If there is no reference to a formal contract being entered into, then it has to be seen whether the writings produced—usually letters—shew that the essential terms of a contract of sale and purchase have been agreed, and that there is a signed memorandum sufficient to satisfy the Statute of Frauds : a memorandum, that is, which shews the parties, the property, and the price. And if there is a reference to a formal contract to be entered into subsequently, it is still a question whether this so controls the *prima facie* agreement as to prevent it from forming a concluded contract, or whether the further document is regarded as being a mere formality, not detracting from the obligation of the contract already concluded. For if the parties are really agreed upon the essential terms of the sale, a mere intimation that the matter is to be embodied in a formal document does not prevent the agreement being enforceable : *Rossiter v. Miller* (3 App. Cars. p. 1143). This is not the case, however, where the preliminary document states that the terms are " subject to a formal contract," and then the parties are not bound until the formal contract has been entered into : *Chinnock v. Ely* (4 D.J. & S., p. 646) ; *Winn v. Bull* (7 Ch. D. 29, on an agreement for a lease) : see the principle as explained by PARKER, J., in *Von Hatzfeldt-Wildenburg v. Alexander* (1912, 1 Ch. 284, 288). In *Corfe v. Ridout* (1920, 2 Ch. 411), an offer was made for the purchase of property at a specified sum " subject to title and contract." The terms were subsequently discussed and the purchasers alleged that they were agreed and were embodied in a draft contract which was sent to the vendor who returned it with a covering letter saying, " It seems to be all in order." It was held, nevertheless, by EVE, J., who cited and applied the principle as enunciated by PARKER, J., in the case just referred to, that it was an essential condition of the negotiation that a formal contract should be entered into, and that until this was done, there was no enforceable contract, and his decision has been affirmed by the Court of Appeal (1921, 1 Ch. 291), and another

decision to the same effect has been given by the Court of Appeal in *Rossdale v. Denny* (1921, 1 Ch. 57). In *North v. Percival* (1898, 2 Ch. 128) the words "Subject to approval of conditions and form of agreement by purchaser's solicitor" were held by KEKEWICH, J., not to prevent a contract being constituted by "heads of agreement" which contained this expression, but this has been doubted, and the doubt was repeated in *Rossdale v. Denny*.

*Estate Agent's Authority to Contract.*—The proper function of an estate agent is to negotiate, to obtain offers for property and to submit them to the owner; not to enter into a contract on behalf of the owner. As was said by RUSSELL, J., in *Keen v. Mear* (1920, 2 Ch. 574, at p. 579), "The mere employment by an owner of an estate agent to dispose of a house confers no authority to make a contract; the agent is solely employed to find persons to negotiate with the owner." But, the learned judge continued, "if the agent is definitely instructed to sell at a defined price, those instructions involve authority to make a binding contract and to sign an agreement." The result is curious, for the last thing the house agent ought to be authorised to do is to sign an open contract. The fixing of the price is only one step in the negotiations. When this has been done, then it is necessary to consider what special stipulations as to title and otherwise ought to be inserted in the interest of the vendor. Hence it is, from the point of view of vendors, a very damaging doctrine that, provided the vendor has fixed the price, the agent is authorised to sign an open contract and an open contract only. If, as happened in *Keen v. Mear (supra)*, he attempts to insert any stipulations as to title in the interest of the vendor—the very thing which ought to be done—then he exceeds his authority, and there is no contract except by subsequent ratification of his principal. On practical grounds it would be much better to say at once that the estate agent, as such, has no authority to make a contract at all, whether the price is fixed by the vendor or not, and whether the contract is an open one or not, but that the responsibility for the contract must be on the vendor.

In practice it is, we imagine, not at all an unusual thing for estate agents to sign contracts, and, as in the present case, a printed form is used for the purpose. Though such a form ought to contain the words "subject to a formal contract," so that questions of title and so on can be referred to the vendor's solicitor before the contract is binding. But in the present case the vendor ratified the contract, and this, in the case of estate agents' contracts, no doubt usually happens. The contract went off, indeed, on quite a different ground. The property was partnership property, and only one partner had authorised the sale. The other refused to concur, and since he was not named as a vendor, there was no sufficient memorandum. Section 4 of the Partnership Act, 1890 (the agency clause) does not override the Statute of Frauds. This left the vendor partner liable for breach of contract, but since he had acted in good faith, he was subject only to the limited liability for damages established by *Bain v. Fothgell* (L.R. 7 H.L. 158). There was no inability to carry out the contract which the vendor should have foreseen and provided against as in *Re Daniel* (1917, 2 Ch. 405). Hence he was not liable to the purchaser for damages for loss of the bargain, but only for costs of investigating title and any other out-of-pocket expenses, and interest on the deposit.

*Connecting Documents so as to Constitute a Memorandum.*—A proper memorandum of agreement for the purposes of the Statute of Frauds contains an agreement to sell and purchase, giving the essential particulars mentioned above, and it is signed both by vendor and purchaser or their agents. The whole is on one piece of paper. But when these essentials are severed and have to be made out from two or more documents, trouble frequently arises. If one document expressly refers to another, then the connection is plain, and the two can be taken together to constitute the memorandum. A familiar example of this is afforded by a letter and a written answer to it. Equally obvious, though it required a decision to establish it (*Pearce v. Gardner*, 1897, 1 Q.B. 688),

is the case of a letter and the envelope in which it is enclosed. True, some small parol evidence may be required to connect the letter and the envelope; but then letters have a way of being enclosed in envelopes, and the law cannot get on without some modicum of common sense. "The common sense of the matter," said Lord ESHER, M.R., "seems to me to be that the envelope and the letter within it were sent together and may be taken together." In *Oliver v. Hunting* (44 Ch. D. 205) a memorandum contained all the necessary terms except the description of the property, and provided for a deposit. A cheque for the deposit was sent and was acknowledged by letter, which supplied the description of the property. Here again the connection was obvious, though possibly it depended to some slight extent on parol evidence. But it was held that there was a sufficient memorandum. In *Stokee v. Whicher* (1920, 1 Ch. 411), RUSSELL, J., had to consider the legal possibility of connecting a typewritten memorandum which did not identify the purchaser—only referring to him as "I"—and which was signed by the purchaser (the plaintiff), with a carbon copy, or duplicate, which was signed on behalf of the vendor (the defendant). To the acute judge it was quite obvious—and it hardly requires the trained judicial mind of a judge of the Chancery Division to make the discovery—that the two documents were so intimately connected that the duplicate could be taken with the original to supply the name of the purchaser. This, while most conclusive, was not the only ground for holding that there was a sufficient memorandum, for the purchaser's name appeared upon the cheque for the deposit. It may be that by applying a little of the common sense which Lord ESHER postulated as necessary for the administration of the law, we have overlooked the legal difficulties, and suggested that the matter was simpler than it appeared when the case was being argued. But the physical resemblance between a typewritten document and its carbon duplicate hardly requires a judicial certificate of identity.

(To be continued.)

## The Liability of Railway Companies for Lost Luggage.

A QUESTION which is constantly coming up in new forms arose once more in *Gibaud v. Great Eastern Railway Co.* (reported elsewhere). Here the Court of Appeal affirmed a Divisional Court, who had reversed the judgment of His Honour Judge ATHERLEY JONES in the City of London Court on a matter which is certainly of great interest and importance to railway passengers. The point concerned the liability of railway companies for luggage deposited by a passenger in exchange for the usual cloak room ticket, and subsequently lost by negligence of the company's servants, where a condition of the ticket excludes liability for such loss in certain circumstances. The question was whether such a condition is void on the ground of unreasonableness. The county court judge had held that it was. Both higher courts disagreed with his view of the law and found for the company. But in order that the point of law may be appreciated, it is necessary to state the facts briefly.

The plaintiff had deposited his bicycle in the cloak room of Enfield Station. He paid the usual cloak room charge of 4d. and received in return a receipt in the form of a ticket. On the face of this ticket was printed in plain type the following condition:—

"The company will not be in any way responsible in respect of any article deposited the value whereof exceeds £5, unless at the time of deposit the true value and nature of the article shall have been declared, and 1d. per £1 sterling of the declared value be paid for each day or part of a day in addition to the ordinary cloak room charges."

On the back of the ticket was the heading "Conditions upon which articles are accepted for deposit." This was followed in the usual way by a list of charges for various classes of articles.

One of these was " Ordinary bicycle, 4d." The second of these conditions on the back of the ticket was in the following terms :—

" The company will not be responsible for articles left by passengers at the station unless the same be duly registered, and a ticket given in exchange. Articles will not be given up unless the ticket issued in respect thereof is surrendered to the company, or alternatively, satisfactory evidence of ownership is adduced, and a proper indemnity is signed by the claimant. Delivery of any article shall acquit the company from all further claims in respect of it."

Now, the plaintiff's bicycle was beyond dispute worth more than £5. It was equally indisputable that he did not declare its value. In the events that happened the bicycle was lost and the company declined to pay on the ground that the condition excluded their liability in the events that had happened. There was no question as to whether sufficient notice of the condition had been given, and the company was not under any obligation to accept articles for deposit in the cloak room, and the conditions under which it would do so were clearly brought to the notice of the passenger. So the only point that remained was whether the condition was binding in law on the passenger, or invalid as repugnant to the very essence of a contract of bailment. It was on this point that the superior courts differed from the learned county court judge.

*Prima facie*, of course, a railway company is a common carrier both of a passenger and of his luggage. The obligation to carry the passenger is imposed by statute, and so is the obligation to carry with him a reasonable amount of personal luggage ; the " reasonable facilities " section of the Railway and Canal Traffic Act of 1854 specifically applies to passenger luggage (*s.1*). If the company refuses to carry luggage within the permitted quantity, the passenger can sue them : *Macrow v. Great Western Railway Co.* (1871, 40 L.J., Q.B., 300). The statutory amount of free luggage allowed is not uniform in all the companies' Acts, but the principle is the same in every case. And as regards the luggage which must be carried there is no doubt that the railway company is a common carrier of such luggage, with the usual obligation to carry it and keep it harmless at their peril ; in other words, a higher liability than their liability to the passenger himself : *Munster v. South Eastern Railway Co.* 1858, 4 C.B., N.S., 676). Of course, as is well known, this liability is excluded if the passenger keeps the article under his own charge and never places it in that of the company.

But it is equally clear that a bicycle is not " passenger's personal luggage " within the meaning of the Act. Such luggage consists only of such articles as it is customary for a passenger to take with him on a journey, as determined by the " general habits and wants of mankind," and " with reference to the immediate necessities and the ultimate purpose of the journey " : *Macrow v. Great Western Railway Co. (supra)*. It is not easy always to clear the boundary line between articles included in this group and those excluded from it, for instance " the gun-case or the fishing apparatus of the sportsman, the easel of the artist on a sketching tour, or the books of the student, or other articles of an analogous character, the use of which is personal to the traveller, and the taking of which has arisen from the fact of journeying," have been judicially stated to be passenger's personal luggage : *Macrow v. Great Western Railway Co. (supra)*. From this pronouncement one might reasonably have inferred that a bicycle is in similar circumstances " passenger's luggage," but the courts have otherwise decided : *Brutten v. Great Northern Railway Co.* (1898, 1 Q.B., 243). The view taken in the last-named case was that " luggage " must be limited to articles that are capable of being conveniently packed, and a bicycle is not such an article.

Since a bicycle is not " personal luggage," a railway is not bound to carry it free as part of the passenger's luggage, and therefore need not take it except as " goods " consigned as such in the ordinary way. When, therefore, it accepts such an article it does so by virtue of a " special contract," not by virtue of its statutory obligations. This is still more strongly the case where the company provides cloak room accommodation for left luggage ; this it is not bound to do. It follows, then, that in

respect of all such articles accepted for deposit in a cloak room, the railway company and the passenger can enter into any contract they please ; the restriction that such contracts must be " reasonable " does not apply. Where a railway company seeks to *exclude* a common law or statutory liability by a special condition or bye-law, such condition or bye-law must be reasonable, and full notice of its terms must be given to the passenger. But when the contract is purely voluntary on both sides, no such restriction arises : *Henderson v. Stevenson* (1875, L.R., 2 H.L. Sc. 470). In such a case the condition can only be set aside on one of three grounds : either (1) that it is " repugnant " to the very purpose of the contract, *e.g.*, the well-known case of a charter-party which excludes any obligation to make the agreed voyage at all ; or (2) that it is opposed to public policy, which seldom can arise ; or (3) that there was no " mutuality " of assent to the condition. The latter ground only arises when the passenger has no opportunity at all of ascertaining the conditions before he concludes the contract : and that does not arise here. It follows that the condition attached to the present cloak room ticket was valid and that, on failure to comply with it, the passenger lost the protection of the company's liability as common carriers.

As a matter of fact the point was practically decided in a well-known decision of the Court of Appeal forty-five years ago : *Harris v. Great Western Railway Co.* (1876, 1 Q.B.D., 515, at p. 537), when Lord BLACKBURN laid down the law as follows :—

" I read the contract as being to keep safely, *i.e.*, with reasonable and proper care in any way which to the defendants seemed best, and to deliver up the goods on the production of the ticket, if brought at the proper office hours to the cloak room. I do not think that depositing the luggage in the vestibule would have been any breach of contract, if the defendants had taken reasonable precautions to protect the luggage whilst placed in the vestibule from danger, as, for instance, by leaving a competent person to stand sentry over them till it was convenient to remove them to a more secure place."

The effect of that case is to show that failure to deposit the bicycle in a proper place of safe custody, while it may be negligence on the part of the company's servants, is not conduct " repugnant " to the performance of the contractual obligation to keep safely ; it can therefore be excepted by a special condition excluding the company's liability. The moral is that passengers must take care to comply strictly with all conditions precedent to liability laid down in the conditions of railway tickets.

## The Roll of Honour at Scotland Yard.

Or all THE Memorials to the fallen in the Great War which have been erected, perhaps none is so interesting or so instructive to the sincere student of legal institutions as that erected at New Scotland Yard by the Commissioner of Metropolitan Police to the 283 recognised members of the criminal class who have suffered in the Great War. This company of heroes does not consist merely of men who at some period of their lives have been convicted in a court of law ; if it did, the number would be much larger, for we fancy that few who died for their country have escaped a summons and fine for " riding a bicycle without a light " or " exceeding the motor-car speed limit." Nor does it consist of men who have undergone sentence once, or even twice, for a serious crime. It is understood to have been compiled from the class of " men known to the police," *i.e.*, criminals who carry on a trade of crime and have their records carefully preserved at New Scotland Yard. Yet, from these ranks of the so-called professional burglars and other criminals have come 283 who voluntarily enlisted in the Army, who paid the supreme sacrifice, and who in many cases won distinction. For among them are one V.C., two winners of the Distinguished Conduct Medal, three holders of the Military Medal, and many who gained lesser distinctions.

The reflection that at once occurs to the plain man, be he lawyer or layman, is one of a humbling nature. He must feel that heroism and patriotism are not the special merits of good citizens, but are to be found even among many who are justly regarded as " anti-social." It shows that one ought not hastily to condemn as a " brute," incapable of reformation, after the fashion of some learned judges, every robber with violence who is brought up for sentence. In fact, no man is incapable of reformation ; and the theory that any man is so incapable, when expressed by judges and jurists, is a kind of petty treason to human nature. The good citizen, in the old Greek phrase, " never despairs of the state." And likewise, the really prudent judge never regards the worst offender as incorrigible.

With singular happiness, the Commissioner of Police has selected as the motto to be inscribed on his Memorial those touching lines which Thucydides ascribes to Pericles when that great statesman was delivering the public oration at the sacrifice to the Gods offered by the Athenians in honour of those who had fallen in the Peloponnesian War: "Even those who come short in other ways," he said, "may redeem themselves by fighting bravely for their country; they may blot out the evil with the good, and benefit the State more by their public service than ever they injured her by their private action." These are noble and appropriate words. We would not like to push them too far, of course. Too many Army chaplains, during the war, were wont to encourage men on the eve of action by promising them instant entrance into heaven if they should fall; they based this questionable certainty on the scripture phrase which commends as highest the act of him who lays down his life for others. Such a doctrine in war, however, is apt to savour rather of Mohammedanism than of Christianity. But it is not necessary to preach this dangerous heresy in order fully to appreciate the pathetic nobility which attaches to worthy and self-sacrificing service in war on the part of those who thus "make good" after failure and degradation in civil life.

To the criminologist, however, the Memorial is also specially interesting. It suggests at once the old problem: how does a criminal class come into existence and wherein does it differ from other classes of the community? Is there in reality a criminal class as such, a class who habitually live and hope to earn their living by crime. Or is such a supposititious class a mere name, based on the fact that many men, by misfortune or accident, seem to be convicted over and over again. This question is not an easy one to answer. But, on the whole, it does seem to be true that a certain small percentage of the community do choose a life of crime, more or less consciously, in preference to more regular industry. No doubt this small class is much swelled by many who, having once been convicted, find it impossible ever again to get employment, and therefore take to crime unwillingly. No doubt, too, economic pressure forces many men into crime, as into pauperdom, at first much against all their better instincts, but after a time with less and less reluctance. But, after all is said and done, the most experienced alike of detectives, and of sympathetic sociological investigators, are agreed that there does exist the nucleus of a criminal class, the small band of those who from their youth upwards seem to select crime as their vocation, much as others select the Church or the Law, or an office stool, or the mechanic's bench. And, therefore, the interesting question arises, how this class is constituted and what are the *differentia* which mark it off from other citizens.

Upon this morbid, but necessary problem of sociology at least five theories have been held during the last hundred years. All of these are still held, but the older ones have now fewer and ever fewer supporters. They may be classified as follows:—

(1) The "Heredity" Theory.—According to this view, held by Cabanis and Lavater and the early phrenologists, there was a special racial type of criminals, who had a peculiar type of recognisable skull, and who bred their successors in crime.

(2) The "Atavistic" Theory.—This theory is due to Lombroso, the great Italian criminologist. According to this theory, criminals are a distinct type, but not a racial type. They consist of those members of the community who are "reverts," i.e., who have reverted physically to an earlier primitive type, nearly allied to the ape-like ancestor from whom Darwin says we are all descended. The "Atavistic" type of skull with the "prognathous" jaw, i.e., jaw in which the lower teeth project in front of the upper, instead of behind them, as in normally civilized men, is regarded by the Lombroso school as that of the typical criminal.

(3) The "Degeneracy" Theory.—Max Nordau, a once celebrated publicist, who flourished in the penultimate decade of the nineteenth century, but is now almost forgotten, gave this theory its vogue. According to it, the criminal, the lunatic and the genius, all alike, represent human beings of a degenerate type who have lost the physical and moral faculty of self-control, and whose uncontrolled impulses lead them always to secure the easiest means of satisfying their desires, not the roundabout means sanctioned by our complicated civilization with its elaborate organisation and division of labour.

(4) The "Economic Environment" Theory.—This school traces to poverty, bad sanitary conditions, and other social evils, the suggestion of criminal acts to the criminal.

(5) The "Anti-Social" Theory.—This is a favourite doctrine of the new American school of psychological sociologists, with whom the name of the Austrian, Sigmund Freud, must always be associated. According to this view, we all of us have two kinds of instincts, the "egoistic" and the "social." Society represses the former, and tames the disciplined citizen, until they are completely driven underground in him. But in undisciplined minds the egoistic impulses succeed in resisting this treatment, and show themselves in "anti-social" activities. This school considers that wider education and discipline can largely eliminate in early life those impulses that make for "anti-social conduct."

It is obvious that, of all these theories, there are only two which give us hope for rational elimination of the criminal type, namely, the last two. In the view of the first three schools, the "Heredity," the "Atavistic," and the "Degeneracy" theorists, it is clearly idle to talk of the reformation of the criminal. The only thing to do is to segregate him from the rest of the community, and so sterilize him that he will cease to reproduce his evil nature in unhappy descendants. The modern school of "Eugenists" not

unnaturally tend to hold some one of these three views, which fit in well with their biological creed. They, therefore, advocate the segregation and sterilization of the "criminal class," and, indeed, of the lunatic and physically defective classes as well. How far this view is right in the case of the latter classes, is a *quæstio vexata* in the world of sociologists. It is not easy to express an opinion upon it with any certainty. But it would seem reasonably clear that it is wrong as regards criminals. Modern modes of investigation have gone far to refute it.

For, if any of the "racial" theories which treat crime as the result of physical characteristics, whether inherited or atavistic or degenerate, is really correct, then it ought to be easy to describe the criminal type in terms of natural history not to be mistaken. But recent investigations by means of modern prison methods have been completely baffled in attempts to do this. The "habitual criminal" type, the hopeless recidivist, has been isolated. His physical features have been carefully noted with the most exact measurements. His mental and moral reactions have been discovered. And what has been the result? Why, simply this: the criminal has been found to differ in *so respect whatever* from the average member of the community in which he is found. The supposed prognathous type has turned out to be an illusion; in fact, "prognathous" individuals are usually geniuses or barristers or successful statesmen—not criminals. Every other characteristic suggested as a "differentia" has equally broken down. Physically and intellectually the criminal does not differ from his fellow citizens except that he is often stunted in growth and ill-nourished.

The first three classes of theories have one common mark—they lay emphasis on the "organism." The fourth class of theory, that of the "Economic Conditions," lays similar emphasis on the "Environment." It came into existence in the latter half of the nineteenth century, when a certain reaction was taking place against the tendency to treat social questions as biological problems. The new economic movement, in contrast to its Darwinian and Spencerian predecessors, laid emphasis on the "Environment." It tended to regard the acts of every individual as the result of economic pressure and economic opportunities. The economic pressure of poverty, bad housing, bad companions, and the like, resulted in suggesting to the victims of those evils a temptation to crime, including in this term the mode of living adopted by courtesans. The lack of opportunity to satisfy their economic needs in easier ways likewise acted as an incentive to the criminal or the immoral life. And, naturally, this school looked to the amelioration of the lot of the poor, and the improvement of economic conditions, as the method of reforming the criminal and the courtesan alike.

This theory is a humane one and appeals to every philanthropic mind. Hence it gained a great vogue. But, while there is some kernel of truth behind it, the sociologist who adheres to scientific methods, and refuses to be influenced by irrelevant sympathy, has been compelled largely to discount its correctness. Experience shows that the criminal and the courtesan do not generally come from the victims of excessive poverty as such. A poor man who is self-respecting prefers the degradation of the workhouse to the greater degradation of crime. A poor girl who is naturally virtuous will likewise appeal to the aid of the poor law rather than sell her virtue. A desire to get good things easily, of course, leads many a man and many a maiden into a life of degradation. But those who fall in this way are not usually the very poor, or on the verge of starvation; they consist rather of persons decently off who see pleasant things they wish to enjoy, and are not scrupulous as to the means of attaining to the possession of them.

And so the twentieth century criminologist and sociologist alike have gradually been abandoning all those earlier theories—we may call them "physical" theories—which lay stress on the "organism" or the "environment." The present-day view which gains most acceptance is essentially a psychological or ethical view. It regards conduct as the result of instincts guided and modified by reason and social discipline. Everyone has in him "anti-social" instincts. These may be repressed successfully, and in the normal man are so repressed. Custom, early example, tradition, religious precept, social etiquette, public opinion, educational training—all these are influences tending to repress the "anti-social" instincts. But in some persons in all social classes these instincts are too strong for repression. They burst out in a tendency towards boyish pranks and mischief, juvenile theft or violence or deceit, adolescent warfare against the established social system. The problem is, how to eliminate these tendencies. If they cannot be repressed, perhaps they can be modified—in the correct technical phrase, "sublimated"—into directions which make them less anti-social. The boy with a tendency to pranks and acts of violence can be turned into a soldier, a sailor, or a pioneer—where his physical energies get an opportunity of expression in ways which are not anti-social. The boy with a tendency to steal or deceive can be made into a hunter or a fisher—where his anti-social instincts become social by being employed to lay stratagems for animals, instead of *against* his fellow man. The problem of the girl with a tendency towards sensuality is a more difficult one; no mode of sublimation which is at all satisfactory has yet been suggested.

There can be little doubt that these are the right lines on which to tackle the problem of eliminating or repressing the habitual criminal. Here the Memorial of Honour to the criminal class is in full harmony with the creed of the sociologist. It shows how war may for the moment "sublime" anti-social instincts by giving them a useful social outlet. The larger problem is the discovery of a similar mode of "subliming" those instincts in times of peace. But the task is far from hopeless, and already some progress towards its solution has been made.

## Res Judicatæ.

### The Meaning of the Term "Document."

A novel point arose before the Divisional Court in an appeal from a County Court in *Hayes v. Brown* (1902, 1 K.B. 250). In the County Court, as in the High Court, either party may serve on the other a "notice to admit documents"; County Court Rules, Order XVIII., r. 6. In this case, a plaint in tort alleging that the defendants' negligence had occasioned an accident to the plaintiff, such notice was served. One of the parties had made a plan, to be used in court for the purpose of illustration, showing the scene of the collision. The question arose whether or not this plan was a "document" within the meaning of the rules, and therefore could be included in the notice to admit. The Divisional Court took the common sense ground that such a plan is not a document, for this purpose at any rate. If it were, each party could serve on the other his version of the facts under the guise of a plan to illustrate the scene of events. And a plan, in fact, is not a "document" but secondary evidence of the "scene." It is, of course, well-settled law that "Real Evidence," as the existence of an article or a plan is called in our jurisprudence, can be adduced in any or all of three alternative ways, either by personal view on the part of the court, or by the oral description of a witness who has seen the object, or by the production of a plan made by an expert and vouched for by him as accurate (Taylor, pars. 558-566).

### The Setting Down of Appeals for Hearing.

An important point of practice which should be noted was decided by the Court of Appeal in *Pole-Carew v. Western Counties and General Manure Co.* (36 T.L.R. 32). Here an appeal was pending between the parties. The appellant had given notice in time. The parties had agreed to postpone the setting down of the appeal for hearing to suit their own convenience. Before it was set down, the time for taking this step expired under R.S.C., Order VIII., r.r. 8, 15. An application had to be made to the court to grant an extension, and the court took this opportunity to indicate the principles on which it will act in granting or refusing such extensions. To begin with, it held, the time for setting down an appeal is not a rule *stricti juris* of the Supreme Court, but merely a rule fixed for the court's convenience as part of its practice. It is, therefore, open to the court to vary the practice as it may think fit. In doing so, it will be guided in the exercise of its discretion by a consideration of its own convenience and by that of the parties. It will be reluctant to refuse an extension of time where both parties had by consent postponed the setting down of the appeal.

### Legal Misconduct of an Arbitrator.

The decisions which hold that specific acts on the part of an arbitrator amount to legal misconduct sufficient to vitiate his award, if a party applies for rescission, have been enriched by *In re O'Conor and Whitan's Arbitration*: (88 L.J.K.B., 1242). Here a tenancy of a farm had terminated. An arbitrator had been appointed under the Agricultural Holdings Act of 1908 for the purpose of determining the compensation payable to the outgoing tenant for improvements, and to determine also all other claims brought forward under s. 6 (3) of that Act or by agreement between the parties. By subsequent notices a number of other claims were submitted to the arbitrator, including a tenant's claim in respect of (1) hay and straw left on the farm (2) fixtures, and a landlord's claim relating to the tenant's removal of hay and straw after the surrender of the tenancy. After holding two sittings, and waiting in vain for information which he asked the parties to supply, the arbitrator warned the parties that on a certain date he would go to the farm to value the hay and straw and receive an account. The tenant did not attend, but the landlord's representative did. Thereupon the arbitrator, without further waiting for the tenant to attend, determined the matter in his absence and issued his award. The Court of Appeal held that this was legal misconduct for two reasons: a general one, taking evidence in the absence of a party, and a special one, the issuing of an award not covering all the claims submitted to him.

## Reviews.

### Commercial Law.

**CHARTER-PARTIES AND BILLS OF LADING.** By Sir T. E. SCRUTTON, Lord Justice, and F. D. MACKINNON, K.C. Tenth Edition. Sweet & Maxwell, Ltd. 21s.

This is the tenth edition of a text-book which has become indispensable to all who practise in the Commercial Court. Since the ninth edition appeared in 1919, and the eighth only a year or so before that, it would seem that "Scrutton" is about to become an annual, like the White Book and other such works. The first edition appeared so long ago as 1886. Of course, the war made a great difference to text-books of this kind. Innumerable points not decided before have come before the courts as a result of conditions arising out of naval operations.

There are not many alterations or additions in this edition, but the recent cases have been included and incorporated order. The revision was

completed in October of last year, so that more recently decided cases appear only in the "Addenda," printed before the table of contents. In view of recent difficulties in connection with the citation of reports, it is interesting to note that the learned authors have inserted references to Lloyd's List Reports for cases not yet reported elsewhere. The utility of those Reports to commercial court practitioners is, of course, familiar to every solicitor. We need only add that the Tenth Edition of "Scrutton" in no way falls short of the admirable merits of its predecessors.

### Company Law.

**COMPANY LAW: A PRACTICAL HANDBOOK FOR LAWYERS AND BUSINESS MEN.** With an Appendix containing the Companies (Consolidation) Act, 1908, Companies Act, 1913, and other Acts and Rules. By Sir FRANCIS BEAUFORT PALMER, Bencher of the Inner Temple. Eleventh Edition by ALFRED F. TOPHAM, LL.M., Barrister-at-Law, assisted by LIONEL L. COHEN, M.A., and ALFRED R. TAYLOR, B.A., Barristers-at-Law. Stevens & Sons, Ltd. 25s. net.

This work, while its size forbids its being called a pocket guide to the late Sir Francis Palmer's three volumes of Company Law and Precedents, yet has for many years been accepted as a practical summary of the law, and it has carried weight through its many editions as giving the results of the author's great experience in a branch of the law which in recent times has become of first rate importance. In the present edition the editors have wisely retained Sir Francis Palmer's expressions of opinion and criticisms of judicial decisions unaltered, and where fresh expressions of opinion or enunciation of principle have been called for by later authorities or otherwise, the new matter is distinguished by square brackets. Additions have also been necessitated by the development recently of certain important subjects, such as capitalization of profits, and income tax and other taxes, and the summary of Emergency Legislation relating to companies, which is given in the Appendix, has been revised and brought up to date. In view of the numerous cases recently in which profits have been capitalized by the issue of bonus shares, the additional observations on this matter at p. 227 will be found useful; but the statement that bonus shares are not liable to super-tax awaits confirmation or otherwise according to the result of the appeal to the House of Lords in *Blott's Case* (1920, 2 K.B. 657), now, we believe, awaiting judgment.

### Receivers.

**THE LAW AND PRACTICE AS TO RECEIVERS APPOINTED BY THE HIGH COURT OF JUSTICE OR OUT OF COURT, with a Chapter on Sequestration.** By the late WILLIAM WILLIAMSON KERR, M.A., Barrister-at-Law. Seventh Edition by F. C. WATMOUGH, B.A., Barrister-at-Law. Sweet & Maxwell, Ltd. 21s. net.

The appointment of a receiver is such a usual mode of protecting property or enforcing a security that it has assumed a position of great importance, especially in the practice of the Chancery Division, and in "Kerr on Receivers" both the practice on such appointments, and the effect of the appointment, have been explained in a series of editions which have made the book well known to the profession. In the present edition Mr. Watmough has added a chapter on Sequestration and Sequestrators, and additions have been made to various chapters, so as to show the practice in debenture-holders' actions so far as receivers are concerned; and there has been a certain amount of re-arrangement and re-writing in order to improve the treatment of the subject-matter of the work. It is by careful editing of this kind that a book retains its reputation. One of the most interesting, from a legal point of view, of the cases of appointment of a receiver is when this is done by way of equitable execution, and at pp. 133 *et seq.* the circumstances under which this will be done are very clearly stated, with reference in particular to the cases of *Holmes v. Millage* (1893, 1 Q.B. 551) and *Edwards & Co. v. Picard* (1909, 2 K.B. 903). The present edition will be found very full and reliable.

### Stamp Duties.

**THE STAMP LAWS.** By Sir NATHANIEL J. HIGHMORE, Barrister-at-Law. Fourth edition. Containing the Stamp Act, 1891, and Amending Acts, 1893 to 1920. By CHARLES CONOLLY GALLAGHER, LL.B. (Hons.) London, Barrister-at-Law, of the Inland Revenue Department. Stevens & Sons, Ltd.

Substantially stamp duties depend on the Act of 1891, and though later statutes have made changes in detail—such as the limit on the amount of duty on collateral securities by the Revenue Act, 1903, or on deeds of retirement of trustees by the Finance Act, 1902—the main principles and regulations remain the same. These have given rise to many decisions of great legal interest and practical importance, not least in connection with the duty on conveyances of sale, such as *Inland Revenue Commissioners v. Muller & Co.'s Margarine* (1901, A.C. 217)—which incidentally raised the question of the nature of goodwill, and produced one of the late Lord MACNAUGHTEN's interesting and instructive judgments—and the notes on the statutory provisions incorporate the decisions in clear and practical manner. The book is very useful for reference and guidance in all matters relating to stamp duties.

## Books of the Week.

Liquidation.—Voluntary Liquidation and Reconstruction under The Companies Acts 1908 to 1917. Being a Handbook for Liquidators, with Forms and The Relative Winding-up Rules (1909). By J. P. EARNSHAW, Fellow of The Chartered Institute of Secretaries. 3rd edition. Jordan & Sons, Ltd. 7s. 6d. net.

Goodwill.—Commercial Goodwill: its History, Value and Treatment in Accounts. By P. D. LEAKE, Fellow of The Institute of Chartered Accountants. Sir Isaac Pitman & Sons, Ltd. 21s. net.

Public Finance.—The Zealots: Over-Regulation and its Bearing on National Waste. By Lieut.-Col. Sir JOHN KEANE, D.S.O. John Murray. 1s. 6d. net.

The American Bar Association.—Report of the 43rd Annual Meeting of The American Bar Association, held at St. Louis, Missouri, 25th, 26th and 27th August, 1920.—CHARLES A. MORRISON, Official Reporter. The Lord Baltimore Press, Baltimore.

## CASES OF LAST Sittings. House of Lords.

### RADCLIFFE v. INLAND REVENUE COMMISSIONERS

24th February, 14th March.

REVENUE—EXCESS PROFITS DUTY—COMMISSION—“CARRYING ON BUSINESS”—SHIP BROKER AND SHIP AGENT FOR PUBLIC TRADING COMPANIES—ASSESSABILITY TO—FINANCE (NO. 2) ACT, 1915 (5 & 6 GEO. V, c. 89), ss. 38, 39.

The appellant had between 1900 and 1913 promoted and acted as agent and as manager to four ship-owning companies for which, by the articles of those companies, he was to act as ship broker and ship agent at a fixed rate of commission. The appellant was assessed by the Inland Revenue Commissioners for the two accounting periods of six months each ended respectively the 31st December, 1914 and the 30th June, 1915, under the provisions of the Finance (No. 2) Act, 1915. The principal part of the profits in respect of which the assessments were made was derived from the remuneration of the appellant as manager under the agreements.

The appellant appealed against the two assessments on the ground that the remuneration received for services rendered for managing ships and acting as ships' husband for the shipping companies under the agreements was not assessable under excess profits duty, having regard to the provisions of s. 30 (b) of the Act of 1915. The Inland Revenue Commissioners decided against the appellant, and their decision was upheld by the Commissioners for the Special Purposes of the Income Tax Acts. Rowlatt, J., whose opinion was affirmed by the Court of Appeal, held that the appellant was carrying on the business of ship broker and ship agent for himself, and as a part of that business he acted as manager for the several shipping companies; and that the fact that he had promoted those companies himself did not alter his liability.

Held, dismissing the appeal, that the decision appealed from was right.

Decision of the Court of Appeal reported 89 L.J. K.B. 267; 122 L.T. Rep. 256, affirmed.

Appeal by the plaintiff, Charles Radcliffe (trading as Charles Radcliffe and Co.), ship broker, of Cardiff, which raised the question of the appellant's liability to pay excess profits duty, the question turning on whether his business was a trade or business liable to excess profits duty, or came within the exception (b) “Offices or employments” in s. 39 of the Finance (No. 2) Act, 1915. Between 1900 and 1913 the appellant promoted and acted as manager to four steamship companies. Under the agreements he had with those companies he was entitled to a management fee of £2½ per cent. (or 7½ per cent. if the ship were on a time charter) calculated on the freight and to a broker's fee of 5 per cent. Two assessments to excess profits duty of £250 and £2,000 respectively were made upon the appellant for the two accounting periods of six months ended 31st December, 1914, and 30th June, 1915. The principal part of the profits in respect of which the assessments were made was derived from the remuneration of the appellant as manager under the agreements. The appellant appealed against both assessments on the ground that the remuneration received for his services rendered for managing ships and acting as ships' husband for the shipping companies under the agreements as falling within exception (b) of s. 39 of the Finance (No. 2) Act, 1915, since he was not carrying on a business for himself at all, but was carrying on the business of the different companies for them. On the other hand the Commissioners contended that no part of the profits of his business could be exempted from the duty, and it was so decided by the Commissioners for the Special Purposes of the Income Tax Acts. This contention of the Commissioners was upheld by Rowlatt, J., and by the Court of Appeal. At the close of the appellant's case, counsel for the Crown were not called on, and judgment was reserved.

LORD HALDANE, in moving the appeal should be dismissed, said he entertained no doubt as to the judgement of the Court below being right. The appellant clearly carried on a trade or business within the meaning of s. 38 of the Finance (No. 2) Act of 1915, and was liable to the assessment unless he could bring himself within the exception (b) as holding an office or

employment, but by the language used by the legislature in s. 39 this he could not do if his business were that of a person “taking commissions in respect of transactions or services,” or that of an agent whose remuneration was not a fixed sum. The appellant, in his opinion, having regard to his position, was outside the exemption provided for by the statute.

Lords FINLAY, CAVE and SUMNER agreed in the appeal being dismissed. COUNSEL for the appellant: Sir William Finlay, K.C., and A. M. Latter; for the respondents: Sir Gordon Hewitt, A.G., and Reginald Hills. SOLICITORS, Downing, Handcock, Middleton & Lewis, for Downing & Handcock, Cardiff; H. Bertram Cox.

[Reported by ERSKINE REID, Barrister-at-Law.]

### METROPOLITAN RAILWAY COMPANY v. DELANEY.

18th March.

NEGLIGENCE—RAILWAY COMPANY—STARTING TRAIN WITH A JERK—PASSENGER INJURED BY SLIDING DOOR—PASSENGER ALREADY INSIDE CARRIAGE.

The plaintiff when he was a passenger on the Metropolitan Railway entered the carriage of an electrical train at one end, and when he was turning from the vestibule to go to a seat the train was started suddenly without warning. He was thrown off his balance, and to save himself clutched at the sliding door, which closed from the momentum of the train and crushed his hand. In an action for negligence in starting the train without warning, a jury awarded the plaintiff damages.

Held, that there being some evidence on which the jury could infer negligence in this particular case, the verdict could not be set aside.

Decision of the Court of Appeal, 64 Sol. J. 477, affirmed.

Appeal by the railway company from a judgment of the Court of Appeal in an action tried in the Mayor's Court in which the plaintiff was awarded damages for personal injury due to the alleged negligence of the company's servants in starting the train in which he was a passenger without warning. The sole question for decision in the appeal to this House was whether there was any evidence of negligence to go to the jury.

Lord BIRKENHEAD, L.C., in moving the appeal should be dismissed, after stating the facts, said the question was whether or not there was evidence before the Recorder of negligence on the part of the appellants which it was proper for him to leave to the jury. It was the established rule that the onus was for the party who complained of negligence, where the balance of evidence was even to turn the scale. The particulars of negligence given by the respondent were as follows: “A train belonging to the defendants was standing in their Aldgate Station to pick up passengers. The plaintiff entered the train when it was set suddenly in motion and without warning, thereby throwing the plaintiff off his balance and causing the sliding door of the train to close and crush the first finger of the plaintiff's right hand.” As he read those particulars, the complaint was two-fold; first, that the train started suddenly; secondly, that it was set in motion without warning. Was there evidence on either or both of those points proper to be submitted to the jury? If a train was set in motion without warning in circumstances in which it almost immediately acquired a momentum of some twenty miles an hour, with the consequence that the momentum was fully reached before people had time to get to their seats, speaking for himself, he was by no means prepared to say that that was not a matter which was proper for the consideration of the jury. For these reasons he thought the decision appealed from was right and the appeal failed.

Lord FINLAY dissented. He said the question was whether there was any evidence to be left to the jury upon which they could reasonably find that this accident was the result of negligence on the part of the defendant company. The plaintiff knew that the train might start at any moment, and when it started he lost his balance and clutched at the door and it closed upon his hand. The Divisional Court held there was no evidence to support the verdict in favour of the plaintiff, but that decision was reversed by the Court of Appeal. But Scrutton, L.J., concurred with great doubt, and only abstained from differing from his colleagues because he thought there was some evidence not merely that the train was started with a jerk, but with a greater jerk than usual. But the plaintiff in his pleadings said nothing about an unusual jerk, but only that “the door came back and caught the finger of my right hand.” In his opinion there was no evidence of anything unusual about the mode in which the train started, and therefore he agreed with the Divisional Court that the company were entitled to judgment.

Lords CAVE, ATKINSON and SUMNER concurred with the opinion expressed by the Lord Chancellor, and the appeal was accordingly dismissed.—COUNSEL for the appellant company: Barrington-Ward, K.C., and H. du Parey; for the respondent: H. J. Rowlands. SOLICITORS: I. Buchanan Pritchard; H. S. Wright & Webb.

[Reported by ERSKINE REID, Barrister-at-Law.]

Owing to the Easter Vacation and the heavy list for last month seven cases from the March Sessions remained for trial at the April sittings of the Central Criminal Court, which opened at the Old Bailey on Tuesday. Already over fifty new cases have been committed for trial, and they will probably occupy the Court until the second April Sessions, which begin on 26th April.

## Court of Appeal.

**GIBAUD v. GREAT EASTERN RAILWAY.** No. 1. 18th February.

**CONTRACT—BAILMENT—RAILWAY COMPANY—DEPOSIT OF BICYCLE WITH BOOKING CLERK—RECEIPT ON CLOAK ROOM TICKET—CONDITION EXCLUDING LIABILITY FOR LOSS—LOSS OF BICYCLE.**

*A railway passenger deposited a bicycle with a station clerk, to be placed in the cloak room, and on payment of the charge, received a ticket on which were printed certain conditions, one of which declared that the company would not be responsible for the loss of any article deposited exceeding £5 in value, unless its value was declared at the time of deposit and an extra fee for insurance paid. The bicycle, which was worth over £5, was lost.*

*Held (affirming the decision of the King's Bench Division) that although the bicycle was lost before it could be placed in the cloak room, and the company's servant might have been negligent, the condition protected the company from liability.*

Appeal by the plaintiff from a decision of the King's Bench Division (Bray and Sankey, J.J.), reversing a decision of His Honour Judge Atherley-Jones of the City of London Court. The plaintiff took a bicycle to the defendants' station at Enfield Town for deposit in the cloak room. He paid the usual charge of 4d. and received a ticket from the booking office clerk. On the face of the ticket was printed the following condition—"The Company will not be in any way responsible in respect of any article deposited, the value whereof exceeds £5, unless at the time of deposit the true value and nature of the article shall have been declared, and 1d. per £1 sterling of the declared value be paid for each day or part of a day in addition to the ordinary cloak room charges." On the back of the ticket was the heading "Conditions upon which articles are accepted for deposit," followed by a list of charges for various articles including "ordinary bicycles 4d." Condition 2 was as follows: "The company will not be responsible for articles left by passengers at the station unless the same be duly registered and a ticket given in exchange. Articles will not be given up unless the ticket issued in respect thereof is surrendered to the company, or alternatively, satisfactory evidence of ownership is adduced, and a proper indemnity is signed by the claimant. Delivery of any article shall acquit the company of all further claims in respect of it." The plaintiff's bicycle which was worth more than £5 was lost and he sued the company for its value. Judge Atherley-Jones held that the condition on the ticket was unreasonable and gave judgment for the plaintiff for £15. The Divisional Court reversed this decision and the plaintiff appealed.

The COURT dismissed the appeal.

LORD STERNDALE, M.R., said that the plaintiff came to the station on a bicycle and gave it to a junior clerk for custody. He asked the junior clerk whether he (the plaintiff) should bring it into the booking office. As in most small country stations, the cloak-room was a room at the back of the booking office. The clerk replied that he need not do so, and he left it in the lobby. From thence it must have been stolen, for the plaintiff went away for a time and when he returned it had disappeared, and apparently had never been seen by him since then. The defendants relied on the conditions printed on the cloak-room ticket. The plaintiff said that the condition of non-liability did not apply, because the contract was to keep the bicycle in the cloak-room and there alone. There was, however, a bicycle shed at the station, probably used for more permanent bailments. But it was argued that if the bicycle were kept anywhere else it would be a breach of the contract of bailment. The principle was well known and would be found laid down in *Lilley v. Doubleday* (1881), 7 Q.B.D. 510. But the question was whether that was the contract in the present case. The learned judge of the City of London Court and both the judges in the Divisional Court held that the case was governed by *Harris v. Great Western Railway* (1878), 1 Q.B.D. 515, where a majority of the Court held that the company was protected on the ground that there was no contract to deposit and keep the article in the cloak-room. The Court were asked by counsel either to distinguish, or, if necessary, to overrule, that decision. There was no possibility of distinguishing the case, and the conditions on the back of the ticket seemed to contemplate that some articles could not possibly be brought into the cloak-room owing to their bulk. The condition exempting the company from liability was for articles "left at the station," not articles "left in the cloak-room." That distinguished the present from a Scottish case which had been cited.

The question remained whether the Court were prepared to overrule *Harris v. Great Western Railway* (*supra*) and to do so in a case where the contract was even more favourable to the defendants than in that case. That case had not been judicially commented on in the Court of Appeal on that point, but it had stood for 40 years and it had never been said not to be good law. There was even less reason for saying that here there was a contract to keep the bicycle in the cloak-room and nowhere else. Blackburn, J., in *Harris v. Great Western Railway* (*supra*) at p. 534, said: "I read the contract as being to keep safely—i.e., with reasonable and proper care in any way which to the defendants seemed best, and to deliver up the goods on the production of the ticket, if brought at the proper office hours to the cloak-room. I do not think that depositing the luggage in the vestibule would have been any breach of contract if the defendants had taken reasonable precautions to protect the luggage whilst placed in the vestibule from danger, as for instance, by leaving a competent person to stand sentry over them till it was convenient to remove

them to a more secure place." It was not an unfair way to test the contract by asking whether it would have been a breach of it to put a person as a sentry over the bicycle. He (his lordship) did not think that it would. But there was another point raised. It was said there was a finding of the learned judge that the defendants were negligent in leaving the bicycle in the vestibule. He (his lordship) could not discover such a finding, though no doubt the learned judge would have held that there was a contract to keep the machine in the cloak-room, if he had not been bound by *Harris v. Great Western Railway*. When the condition was looked at it was soon to be worded: "The Company will not be in any way responsible." Unless such a condition protected the company from any liability for their servants' negligence, it could hardly be said to protect them from anything. Many cases had held that words like "in any way liable" or "however caused" covered any form of negligence of a servant. See especially *Joseph Travers and Sons, Limited v. Cooper* ([1916], 1 K.B. 73). The appeal therefore would be dismissed with costs.

SCRUTTON, L.J. delivered judgment to the same effect and YOUNGER, L.J. concurred.—COUNSEL, Schubae, K.C. and R. Fortescue; *Disturnal*, K.C. and Bruce Thomas, SOLICITORS, *Henry Bousted & Sons*; T. Chew & Co.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

## High Court—Chancery Division.

**REYNOLDS v. ATHERTON.** Eve, J. 4th March.

**CONTRACT—OFFER TO SELL SHARES TO DIRECTORS OF COMPANY—DEATH OF SOME OF THE DIRECTORS BEFORE ACCEPTANCE—SURVIVORS ENTITLED TO ENFORCE THE CONTRACT.**

*The plaintiffs offered to sell certain shares to the directors of the company, and after the death of some of the directors the offer was accepted by the surviving directors.*

*Held, that there was a valid contract for the sale of the shares to the directors personally, but without prejudice to the question whether they held them beneficially or as agents of the company.*

In this action the plaintiffs claimed a declaration that there was no valid and enforceable contract between them and the defendants to sell certain shares. The plaintiffs were a firm of cotton brokers carrying on business at Liverpool. The defendants were the present directors and the personal representatives of deceased directors of a cotton spinning company which formerly carried on business under the name of Stockport No. 2 Ring Spinning Company. The plaintiffs acted as brokers for the company in the purchase of cotton, and took up 1,500 £5 shares in the capital of the company, upon each of which £1 had been paid up, and in consideration of the plaintiffs advancing to the company as a loan £4 per share on the 1,500 shares the company agreed to place the whole of its cotton buying business in the hands of the plaintiffs for twelve years from 1st January, 1911. The plaintiffs accordingly paid to the company the sum of £6,000, being £4 per share in respect of moneys not yet called up upon the 1,500 shares. On the 5th December, 1911, the plaintiffs wrote to the directors of the company as follows: "To the Directors, Stockport No. 2 Ring Spinning Company, Ltd.—Gentlemen, We beg to inform you that should you at any time whilst we remain brokers for your concern wish to take over the shares we have taken up as fully paid at par, and the amount of calls in advance, we shall be happy to transfer them to you. We remain, yours faithfully, Reynolds and Gibson." The plaintiffs alleged that this offer was made solely for the purpose of assisting the company financially, and that it was made to the directors on behalf of the defendant company, and not to the directors personally. The plaintiffs further alleged that in October, 1919, they had revoked the offer, and that in November, 1919, they ceased to be brokers of the company by mutual consent. The solicitors of the directors by a letter dated 18th November, 1919, accepted the offer of the plaintiffs, and by a subsequent letter claimed that they had accepted the offer on behalf of the surviving directors, and the representatives of those who were dead. The company was now in voluntary liquidation. The plaintiffs claimed a declaration against the directors that there was no enforceable contract for the sale of the shares. The Defendants contended that the offer was to the directors personally, and they counter-claimed for specific performance.

Eve, J., after stating the facts, and holding that the offer had not been withdrawn, and that the brokerage agreement had not been determined before the offer was accepted, said that on the true construction of the letter of 5th December, 1911, the offer was made to the persons who at that time answered to the description of the directors of Stockport No. 2 Ring Spinning Company. It was not an offer to the board of directors for the time being as agents of the company, which was unable to buy its own shares. But it was suggested that three of the persons who were directors of the company at the time the offer was made having died the offer had lapsed, since according to the law of England an offer was determined by the death of either the offeror or the offeree. There might be offers as in the case of contracts for personal service, which necessarily lapsed by the death of the offeror, and also possibly by the death of a single offeree, but he was not prepared to hold that there was any principle upon which an offer to a number of persons jointly was determined as regarded the survivors in the event of the death of one of the persons to whom the offer was made. In the present case where there were survivors of the persons to whom the offer was jointly made there was nothing to defeat the *prima facie* conclusion that there was a good contract when the offer made in December, 1911, was

accepted in November, 1919. The plaintiffs therefore were not entitled to the relief sought, and there would be a declaration on the counter-claim that there was a valid and enforceable contract between the plaintiffs and defendants for the sale and transfer to the defendants of the 1,500 shares, but without prejudice to the question whether they held the shares for themselves beneficially or as trustees for the company subject to an account of profits derived therefrom.—COUNSEL, *Clayton, K.C., Leslie Scott, K.C., Austin Carmell and H. O. Danckwerts; Romer, K.C., and Horowitz; Charles Romer. SOLICITORS, Charles Lightbound & Co.; Rawle, Johnstone & Co., for Alexander Wright & Co., Bacup.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

*In Re PONDER.* Sargent, J. 17th March.

TRUSTEE—POWER OF COURT TO APPOINT A TRUSTEE TO ACT JOINTLY WITH AN ADMINISTRATRIX—TRUSTEE ACT 1893 (56 & 57 Vict., c. 53), s. 25, s.s. 1 & 3.

*The office of an administrator functus officio is the same as that of an executor functus officio, that is to say, it becomes changed into that of a trustee.*

*Eaton v. Dawes* (1894, W.N. 32) extended to cover the case of an administrator.

*The Court can appoint a new trustee to act together with an administrator so turned into a trustee.*

*In re Smith, Henderson—Roe v. Hitchins* (1880, 42 Ch., D. 302), applied.

This was a summons by an administratrix asking the court to appoint the Public Trustee jointly with her to act as trustee of three funds forming the net proceeds of realisation of her husband's estate. Letters of administration had been granted to her of her husband's estate on his death, and she had paid all the debts and expenses and cleared the estate, and had set aside one-third of the personal estate, to which she was entitled, and divided the remainder into two parts for her two infant children and invested it in her name, and also invested in her name the proceeds of sale of the real estate for the eldest son, as heir-at-law. She required a person of business ability to assist her in managing these three funds, and applied to the Public Trustee for this purpose, but, as he rather doubted her power to appoint him, this summons was taken out by her.

*Sargent, J.*, after stating the facts, said: I will make an order appointing the Public Trustee jointly with the widow, as trustee of the three separate funds. It is clear that the court can appoint a new trustee, together with an executor whose debts and all expenses have been paid and the estate cleared by the executor, who is then merely a trustee for the persons entitled and ceases to be an executor, and for the same reason I cannot see why the same cannot be done in the case of an administratrix. The applicant, when she had divided up the estate, became a trustee for each of her sons, either of whom could have brought an action against her in respect of her share. The difficulty arises from s. 25 of the Trustee Act 1893, which is clearly inserted in view of the decision in *In re Moore, McAlpine v. Moore* (1882 21 Ch., D. 778); but the decision of Kekewich J., in *Eaton v. Dawes* (*supra*) shows clearly that the office of an executor, *functus officio*, changes into that of a trustee. Under s. 43 of the Conveyancing Act 1881, it has been held that both an executor and administrator, under such circumstances, become trustees, see *In re Smith, Henderson—Roe v. Hitchins* (*supra*), and *In re Adams, Venner v. Hoskins* (1906, W.N. 220).—COUNSEL: *L. F. Potts; J. H. Stamp. SOLICITORS: Ford, Lloyd, Bartlett and Michelmore.*

[Reported by L. M. MAY, Barrister-at-Law.]

*In Re CLARIDGE'S PATENT ASPHALTE CO. LTD.*  
Astbury, J. 3rd March.

COMPANY—MISFEASANCE BY DIRECTORS—ULTRA VIRES TRANSACTIONS—HONEST ERROR OF JUDGMENT—RELIEF—COMPANIES (CONSOLIDATION) ACT, 1908 (8 Ed. VII, c. 69) s. 279.

Where a director, through an honest error of judgment, does an act which is in fact ultra vires the powers of his company, and which amounts to a misfeasance, he is not precluded from taking advantage of s. 279 of the Companies (Consolidation) Act, 1908, and obtaining relief from the court for his negligence or breach of trust on the ground that he has acted honestly and reasonably and ought fairly to be excused. The language of s. 279 is not limited to breaches of trust which are not ultra vires the company, but includes all breaches of trust.

*In re Allsop* (1914, 1. Ch. 1 and 12) applied.

*All ultra vires applications of funds are breaches of trusts.*

*In re Sharpe* (1802, 1. Ch. 154).

*National Trustees Company of Australasia* (1905, A.C. 373) distinguished.

This was a summons by a liquidator under s. 215 of the Companies (Consolidation) Act, 1908, for (*inter alia*) a declaration that an investment by the company in shares of another company was ultra vires and invalid and a misfeasance and misapplication of the company's funds, and that the respondent director was liable to make it good with interest. The facts were as follows:—The Claridge Company was incorporated in 1872 to deal with the Claridge patents of mastic cement and composition suitable to roadmaking and for other ancillary objects. There were originally no memorandum or articles of association, but in 1874 certain articles were informally approved by an extraordinary general meeting and acted on for over forty

years. In 1914 one Alback became a director of the company, and he and his co-directors came to the conclusion that, owing to the great increase of motor traffic, there was a profitable future in the making of tar-macadam roads, and the Claridge Company decided to embark on this new business. One Williamson, from whom the company procured the slag, was to participate in one-third of the venture, and it was proposed to promote a subsidiary company to manufacture the materials. The Claridge directors before taking this step consulted the company's solicitors as to whether the proposed scheme was *ultra vires* or not, and the solicitors laid a case before a Chancery barrister who, on the 26th of June 1914, advised that the scheme was not *ultra vires*, but suggested an alteration of the article dealing with the company's reserve so as to provide that any reserve might be applied towards this purpose. The article was altered accordingly, and the scheme was approved by extraordinary general meetings held respectively on the 14th and 29th of July 1914. The new company was registered in September as the Clamac Company with a capital of £6,000 in £1 shares. Of this capital the Claridge Company subscribed £4,334 for 4,334 shares and £2,000 for debentures, and Williamson took the remaining shares. The money was borrowed by the Claridge Company from its bankers and not drawn from its reserve. In 1915 the Clamac Company became in financial difficulties owing to the war, and the Claridge directors, believing these difficulties to be temporary, deposited the £2,000 debentures with the bankers of the Clamac Company to secure an overdraft. The Clamac Company shortly after went into voluntary liquidation, paying 6d. in the £. The overdraft ate up the debentures and the Claridge Company lost all. In 1917 the Claridge Company was wound up compulsorily, and on 31st January, 1918, the official receiver made his report, and in March a liquidator was appointed, and in October Alback was privately examined under s. 174 of the Companies (Consolidation) Act, 1908. It was admitted on the hearing of the summons that, notwithstanding the barrister's opinion, the scheme was in fact *ultra vires* and a misfeasance had been committed by the promotion and subscription. The director Alback however relied on s. 279 of the Companies (Consolidation) Act, 1908. The material parts of the section are as follows:—“If in any proceedings against a director for negligence or breach of trust it appears to the court hearing the case that the director is or may be liable in respect of the negligence or breach of trust, but has acted honestly and reasonably and ought fairly to be excused for the negligence or breach of trust, that court may relieve him either wholly or partly from his liability on such terms as the court may think proper.” There is a corresponding section of the Judicial Trustees Act, 1896 (59 & 60 Victoria c. 35), s. 3. It was contended on behalf of the liquidator that s. 279 had no application to cases where the acts complained of were *ultra vires* the company, see *Bickley on Companies*, ninth edition, at p. 624, where the liability of directors for such acts is dealt with, but the section is not mentioned.

*Astbury, J.*, after stating the facts said: All *ultra vires* applications of funds are in fact breaches of trust (see *In re Sharpe, supra*). The language of s. 279 is perfectly wide and general and there is no reason to limit it to breaches of trust that were not *ultra vires* the company. It clearly includes all *ultra vires* transactions (see *In re Allsop, supra*), a decision on the corresponding section of the Judicial Trustees Act, 1896, s. 3. The liquidator also contended that, even if the section applied, and however honestly and reasonably Alback had acted, he ought not in the circumstances fairly to be excused. But the facts in *The National Trustees Company of Australasia v. General Finance Company of Australasia* (*supra*), on which the liquidator relied were absolutely different, and the reasons on which relief was refused were wholly inapplicable. The present act is at most an error of judgment and as little harmful as and improper as can well be imagined. Honestly desiring to act in the best interests of their company, the then directors took legal advice and acted on it not for their own benefit, but for the benefit of their *cestui que trusts*. Apart from mere technical defects in their powers, no objection could have been taken, and, indeed, apart from the war, the venture might well have proved a complete success, and these proceedings would never have been heard of. It is clearly a case for relief under s. 279. COUNSEL, *Mitchell-Innes, K.C. and Swords; Luxmore, K.C., and C. A. Bennett. SOLICITORS, Howard Rumney; Langford & Redfern.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench  
Division.

*STANLEY KENTISH v. SNEATH.* Bray, J. and Shearman, J.  
23rd March.

LANDLORD AND TENANT—RECOVERY OF PREMISES—OWNER THE FATHER OF EX-SERVICE MAN—CONVEYANCE TO SON TO QUALIFY HIM TO CLAIM POSSESSION—BONA FIDE LANDLORD—CONVEYANCE AS “DEVICE” OR “TRICK”—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 5, s.s. 1 (f).

The father of the plaintiff was the owner of a dwelling-house, subject to an existing term of three years to the defendant, which expired on 29th September, 1920. At the end of the term the defendant remained in possession. The plaintiff, who was an ex-service man, had lived, after his demobilisation, with his father and mother, and the purchase of the dwelling-house had been made by the plaintiff's father so that the family might continue to live together. A conveyance of the dwelling-house was made by the father to the plaintiff to enable the plaintiff to apply for an order for possession under s. 5, s.s. 1 (f) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920.

Held, that, in the circumstances, the plaintiff was landlord within the meaning of the above section, and the county court judge was entitled to take into consideration the intention of the plaintiff to occupy the house personally as a member of his father's family.

Seems, that it might have been otherwise, if the intention had been merely to enable the father to obtain the house for his own occupation.

Appeal from the Redditch (Worcestershire) County Court. This was an action in which the plaintiff, as owner, claimed possession of a house and premises known as "Highmead," situate at Alvechurch, Worcestershire. The plaintiff also claimed mesne profits from 29th September, 1920, at the rate of £45 per annum, to 4th February, 1921. The county court judge gave judgment for the plaintiff, and the defendant appealed against this decision. By a lease dated 17th September, 1914, for three years, at the yearly rent of £45, the defendant became tenant of the above-mentioned premises. On the expiration of this term, the owner and lessor, John Robertson Knott, granted a further term to the defendant which would expire in September, 1920. On 24th March, 1920, William Kentish, the father of the plaintiff Stanley Kentish, contracted with the said John Robertson Knott for the purchase of the said premises for £2,000, subject to the then existing tenancy of the defendant. The date for completion was 29th September, 1920, that being the date on which the owner, J. R. Knott, expected that his leasee (the defendant) would vacate the premises. The matter, however, was not actually completed until 6th January, 1921, the day prior to the issue of the summons in the county court action, which was begun in consequence of the refusal of the defendant to give up the premises on the expiration of his lease. Previous to the contract for the purchase of the said premises, William Kentish was owner and occupier of a house, 75, Trafalgar Road, Moseley, Birmingham, but he sold this house in December, 1919, and subsequently lived at various apartments with his family, consisting of his wife, and Stanley Kentish, his son, the plaintiff, but finally, in 1920, for a period of six months they lived at a house in Moseley, which William Kentish found entirely unsuitable for the requirements of himself and his family. The plaintiff, Stanley Kentish, was an ex-soldier who had enlisted in the army in September, 1914, and was demobilised in January, 1919. After the latter date he had continually lived with his father and his mother as before mentioned, at 75, Trafalgar Road, and elsewhere. In his evidence before the county court judge he stated that his father had contracted to purchase "Highmead" in March, 1920, in order that his father, mother and himself might occupy it and live together, as it was thought that the defendant Sneath was going out of the premises in September of that year. When it was discovered that the defendant did not intend to leave, accommodation was offered him in the same house. On his refusal to accept any alternative accommodation it was decided between William Kentish and Stanley Kentish that Stanley Kentish should become the owner of the house and premises in question by conveyance to him from William Kentish in order that Stanley Kentish, the plaintiff, might avail himself of s. 5, s.s. 1 (f) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. The conveyance to the plaintiff was duly executed, and at the trial of the action the point was taken on behalf of the defendant that this conveyance was a device in the nature of a trick for evading the provisions of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. It was denied that the plaintiff was a landlord within the meaning of s. 5, s.s. 1 (f) of the Act of 1920 so as to be entitled to possession under the above section, as it was not for his own personal occupation that he was seeking to obtain possession of the house, but for his father, who was not himself entitled under the Act as the original purchaser. The county court judge held that the plaintiff, as the legal owner of the house, came within the requirements of the Act so as to entitle him to special consideration. He, therefore, gave judgment for the plaintiff, and the defendant appealed. By s. 5, s.s. 1 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, no order or judgment for the recovery of possession of any dwelling-house to which the Act applies shall be made or given unless "(f) the landlord became the landlord after service in any of His Majesty's forces during the war, and requires the house for his personal occupation and offers the tenant accommodation on reasonable terms in the same dwelling-house, such accommodation being considered by the court as reasonably sufficient in the circumstances."

BRAY, J., said that the ground of the appeal was that the plaintiff was not the landlord within the meaning of s. 5, s.s. 1 (f) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. It was impossible, however, to say that the county court judge had misdirected himself. The plaintiff was the owner of the property, though there was an arrangement between the father and the son that the father should continue to receive the rent; but to say that the plaintiff was not the landlord was, in his lordship's opinion, wrong. It was urged by the appellant, however, that the arrangement was a mere device for evading the provisions of the Act. That, however, was a question of fact; and it was to be taken into account that the intention of the plaintiff was that the whole of the family, husband and wife, and the plaintiff himself, as their son, should all live together. It was thus an arrangement for the benefit of the plaintiff as well as for the others, who all found it to their advantage to live together as a family in the same house. The benefit was not one for the father alone, but for the son as well; and it was in order to enable him to avail himself of the privileges of an ex-service man, that the conveyance was made to him. It was quite clear that the plaintiff wanted to live with his father and mother, and he, therefore, wanted the house in a very true sense for his personal occupation. It seemed that s. 5 was reasonably complied with in the circumstances.

The result might have been different if the intention had been merely that the father should be enabled to obtain possession of the premises for his own occupation. The discretion of the county court judge under the Act enabled him to exercise his judgment in the circumstances on the *bona fides* of such an arrangement, and he was entitled to take the circumstances into account, and to hold that the plaintiff should be regarded as the landlord within the meaning of the Act. The appeal should be dismissed.

SHEARMAN, J., agreed. COUNSEL, for the appellant: A. B. Whitfield; for the respondent: E. W. Cave, SOLICITORS: T. H. Bevan, for Jeffery, Wild & Loratt, Birmingham; Sharpe, Pritchard & Co., for James, Barton and Kentish, Birmingham.

[Reported by G. H. KNOTT, Barrister-at-Law.]

## Probate, Divorce and Admiralty Division.

LEAVIS v. LEAVIS. 21st March.

RESTITUTION OF CONJUGAL RIGHTS—WIFE'S SUIT—SUMMONS BY RESPONDENT TO STAY PROCEEDINGS ADJOURNED INTO COURT—NON-COMPLIANCE BY RESPONDENT WITH ORDERS FOR ALIMONY PENDENTE LITE AND COSTS—RESPONDENT IN CONTEMPT—REFUSAL BY COURT TO HEAR RESPONDENT, AND SUMMONS DISMISSED.

A husband, respondent in a suit for restitution of conjugal rights, had not complied with orders for the payment by him of alimony pendente lite and costs. He subsequently issued a summons to stay the proceedings on the ground that he was willing to receive his wife and make a home for her. The summons was adjourned into Court for argument.

Held, that the husband was in contempt owing to his disobedience to the orders for alimony and costs, and the Court, in its discretion, refused to hear him, and dismissed the summons.

This was a suit by Mrs. F. R. Leavis for restitution of conjugal rights against her husband, H. Leavis. The husband applied on summons that the petition should be stayed on the ground that he was willing to receive his wife back and make a home for her. Counsel for petitioner took the preliminary objection that the respondent could not be heard because he was in contempt in that he had not complied with orders for alimony and costs. Counsel for respondent submitted that non-compliance with orders to pay could not be followed by imprisonment and therefore did not amount to contempt. Cited *Bates v. Bates* (14 P.D. 17), The Debtors' Act, 1869, s. 4, *Irving v. Irving* (1908, 2 K.B. 260) and Divorce Court Rule, 179. Counsel for petitioner submitted that the real test of contempt was whether an order of the Court had been disobeyed, and not whether such disobedience could be punished by imprisonment.

HILL, J., held that, though failure to comply with an order of Court to pay a sum of money could not, since the Debtors' Act, 1869, be punished by imprisonment, such failure was nevertheless a contempt of Court. Where such contempt existed the Court might, in its discretion, refuse to hear the party in contempt until the order of the Court had been complied with. He considered the present application to be one in which that should be done, and he dismissed the summons with costs.—COUNSEL, T. Bucknill, for petitioner; J. B. Melville, for respondent. SOLICITORS, Lewis and Lewis, for petitioner; Bull, Craig & Davis, for respondent.

[Reported by G. G. TALBOT-PONSONBY, Barrister-at-Law.]

## New Orders, &c.

### New Rules of the Supreme Court.

#### THE GERMAN REPARATION (RECOVERY) RULES, 1921.

*Application under s. 4 of the Act.*

1. Any application for relief under Section 4 of the German Reparation (Recovery) Act, 1921, may be made either to the Chancery Division or to the King's Bench Division of the High Court and shall be made by way of originating summons.

2. Any application made to the Chancery Division by way of originating summons shall be dealt with according to the ordinary practice of that Division with regard to originating summonses.

3. Any application made to the King's Bench Division by way of originating summons shall come before a Master or a District Registrar in the first instance and shall in general be dealt with according to the practice of that Division. It may be referred to the Judge or a Divisional Court at any stage of the proceedings or during the hearing or may be leave or order of the Judge taking the Commercial List be heard by him or transferred to that list.

4. The proceedings on any application may be transferred from either Division to the other subject to the consent of the President of the Division to which the transfer is proposed to be made.

5. Any originating summons under this Rule may be in the Form or to the effect of the Form in the Schedule to these Rules, and shall provide for the entering of appearance by the defendant.

6. Where an action is commenced or other proceeding taken in respect of a contract to which Section 4 of the Act applies, the relief under that section may be claimed by way of defence or counter-claim or by way of ordinary summons in such action or other proceeding, and any such summons shall be intituled in the matter of the Act, as well as in the action or proceeding in question, and in the King's Bench Division may be dealt with by a Master or District Registrar.

*Power to Hear in Private.*

7. The court or a judge may at any stage of the proceedings on an application under the Act order that the case shall thenceforward be heard in private.

*Power to Revoke or Vary Orders.*

8. Any order made under the Act or these Rules may, should subsequent circumstances render it just so to do, be suspended, discharged, or otherwise varied or altered on application by summons to the court or judge which made such order.

*Service or Notice of Proceedings.*

9. In any case where any party to any proceedings under the Act or these Rules is out of the jurisdiction service of any originating summons or a copy thereof or of any other proceeding may be ordered by a judge of the High Court and when any such party is absent or out of the jurisdiction or cannot be found or it is uncertain whether he is alive or dead or it is otherwise difficult to serve him the court or judge may proceed on such notice or intimation (if any) of the proceedings whether to any other person or by advertisement or otherwise as the court or a judge shall in its or his absolute discretion think fit. And the provisions of this Rule shall be in addition to and by way of extension and enlargement of the ordinary powers and practice of the court as to proceeding *ex parte* and as to substituted service.

*Address for Service.*

10. In the course of any proceedings under the Act or these Rules any party may be requested at any time by the other party, or on any attendance by himself or his solicitor before the court or a judge may be required, to furnish an address to which summonses, notices or other documents may be sent by post. And any summons, notice or document subsequently posted in a prepaid envelope directed to the party at that address (or to any address substituted by him therefor by notification in writing) shall unless otherwise ordered be deemed to have been duly served at the time when such envelope would have reached the address in the ordinary course of post. The request to furnish such an address may be sent at the same time and together with the originating summons.

*Ordinary Practice of Court to be Followed.*

11. The proceedings on any application under the Act shall, so far as not expressly provided for by these Rules, be conducted in accordance with the ordinary practice of the court to which the application is made in dealing with similar matters.

*Costs.*

12. The costs of any application under the Act shall be in the absolute discretion of the court or judge and the court or judge may, if it or he thinks fit, fix the amount of the costs, and direct that they shall be payable forthwith.

*Interpretation.*

13. In these Rules the expressions "Court or a Judge" and "Court or Judge" shall include a Master of the Supreme Court (King's Bench Division) and a District Registrar, and "the Act" means the German Reparation (Recovery) Act, 1921.

*Short Title and Commencement.*

14. These Rules may be cited as the German Reparation (Recovery) Rules, 1921, and shall come into operation forthwith.

Dated the 4th day of April, 1921.

*Schedule.*

Birkenhead, C.

ORIGINATING SUMMONS.

In the High Court of Justice.

Division.

(If in Chancery Division add the name of Judge.)

In the Matter of the German Reparation (Recovery) Act, 1921,  
And in the Matter of a contract dated \_\_\_\_\_ and made between  
(give dates and parties).

Between

and

Plaintiff,

Defendant.

Let \_\_\_\_\_ of \_\_\_\_\_ in the  
County of \_\_\_\_\_ within eight days after service of this summons  
on him inclusive of the day of service cause an appearance to be entered  
for him to this summons which is issued upon the application of  
of \_\_\_\_\_, who claims to be interested under the above-mentioned  
contract for the relief following pursuant to Section 4 of the German  
Reparation (Recovery) Act, 1921, namely, that the above-mentioned  
contract may be suspended or annulled or any proceedings for the enforce-  
ment thereof stayed (state shortly the relief sought).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.  
This summons was taken out by \_\_\_\_\_

Solicitor for the above-named

The Defendant may appear hereto by entering appearance personally or by Solicitor at the Central Office, Royal Courts of Justice.

NOTE.—If the Defendant does not enter appearance within the time and at the place above-mentioned such order will be made and proceedings taken as the Court may think just and expedient.

[Gazette, 5th April.

The following is the section under which the above rules are made:—

4. *Power of court to vary contracts.*—(1) Where any person is under a contract entered into before the eighth day of March, nineteen hundred and twenty-one, liable to accept bills of exchange or make advances in connection with the importation of any goods, he may apply to the High Court, and the court, if satisfied that by reason of the provisions of this Act the enforcement of the contract according to its terms would result in serious hardship to him, may, after considering all the circumstances of the case and the position of all the parties to the contract and any offer which may have been made by any party for a variation of the contract, suspend or annul, or with the consent of the parties amend, as from such date as the court may think fit, or stay any proceedings for the enforcement of, the contract or any term thereof or any rights arising thereunder, on such conditions (if any), as the court may think fit.

(2) The Lord Chancellor may make such rules and give such directions as he thinks fit with respect to the procedure on applications under this section, and such rules may provide as to the notice to be given to other parties to the contract and the manner of giving such notice.

(3) [Application to Scotland].

## Proclamation.

### THE COAL CRISIS PROCLAMATION.

Whereas by the Emergency Powers Act, 1920, it is enacted that if it appears to Us that any action has been taken or is immediately threatened by any persons or body of persons of such a nature and on so extensive a scale as to be calculated, by interfering with the supply and distribution of food, water, fuel, light, or with the means of locomotion, to deprive the community, or any substantial portion of the community, of the essentials of life, We may, by Proclamation, declare that a state of emergency exists:

And whereas the present immediate threat of cessation of work in Coal Mines does, in Our opinion, constitute a state of emergency within the meaning of the said Act:

Now, therefore, in pursuance of the said Act, We do, by and with the advice of Our Privy Council, hereby declare that a state of emergency exists.

31st March.

[Gazette, 1st April.

### STAMPS AT THE LAW COURTS.

To meet the convenience of solicitors and their clerks, stamps and stamped official forms and adhesive Judicature Fee Stamps are now on sale at Room 133, adjoining the Writ and Judgment Department, on the 1st Floor, East Block of the Law Courts.

## In Parliament.

### Notices of Motion.

#### WORKMEN'S COMPENSATION.

On Wednesday, 27th April, to call attention to the question of Workmen's Compensation, and to move a Resolution (Mr. F. Hall, York, Normanton).

#### CENTRAL CONTROL BOARD (LIQUOR TRAFFIC).

On Wednesday, 27th April, to call attention to the fact that the continued existence of the war time Central Control Board (Liquor Traffic) is contrary to the undertaking given by the Government at the institution of the said Board, is considered by the people to be a breach of faith, and is a fruitful cause of unrest; that the Board should be dissolved forthwith and its Regulations annulled, and the services of its staff dispensed with; and that these transactions be finally completed by Whitsunday, and to move a Resolution (Mr. Raper, Islington, East).

#### OLD AGE PENSIONS.

On Wednesday, 27th April, to call attention to the administration of Old Age Pensions, and to move a Resolution (Major Barnes, Newcastle-upon-Tyne, East).

#### Questions.

#### TRADE MONOPOLIES.

Major Barnes (Newcastle-upon-Tyne, East) asked the President of the Board of Trade whether, in view of the recommendations of the Committee on Trusts set up by the Ministry of Reconstruction, backed up by the findings of the Central Profiteering Committee, particularly in respect of the effect of the Light Castings Association in increasing the cost of housing,

the Government will introduce legislation to carry out any or all of the recommendations of these committees; and, if so, at what date such legislation will be introduced?

**Sir P. LLOYD-GREAME:** As I have previously stated, it is hoped to introduce permanent legislation dealing with trade monopolies; but I do not think it will be possible to do so during the present Session.

**Major BARNES:** If it is necessary at this present time to make great reductions in wages in order to bring about a reduction in prices, is it not equally urgent and important to prevent associations of this kind from forcing prices up?

**Sir P. LLOYD-GREAME:** I think one has to look at this question broadly and largely. Undoubtedly the condition of trade at present is not such as to admit of profiteering, and, as the hon. and gallant Member will see from the Report, the publicity of the inquiry has in itself led the association in question to reconsider its policy. (4th April.)

#### THE NEW IRISH PARLIAMENTS.

**Mr. NEWBOULD** (Leyton, West) asked the Chief Secretary whether he can now state when the Parliament and Government of Southern Ireland will be set up?

**Mr. HENRY:** His Majesty's Government have fixed the 3rd May next for bringing into operation the provisions of the Government of Ireland Act generally; but certain matters of a nature requiring consultation with the new Governments when established are excluded and will remain as at present until subsequent appointed days are fixed. On or about the 3rd of May the Lord Lieutenant will issue Proclamations summoning the Parliaments of Southern and Northern Ireland; the elections will be held, as stated by my right hon. friend the Prime Minister, in May, and the establishment of the two Governments will follow in accordance with the provisions of the Act.

**Lieut-Commander KENWORTHY** (Hull, Central): Will martial law be lifted in the martial law areas before the elections take place?

**Mr. HENRY:** That will depend entirely on the conditions. (5th April.)

#### HOUSE OF LORDS (REFORM).

**Mr. HOGG** (Edinburgh, East) asked the Prime Minister whether he has any statement to make with regard to the Bill for the reform of the House of Lords?

**Mr. CHAMBERLAIN:** It is the intention of the Government to make proposals on this subject as early as possible, but having regard to the press of public business I see no prospect of legislating this Session. (5th April.)

#### Bill Presented.

Revenue Bill—"to amend the law relating to Customs and Inland Revenue, including Excise, and the National Debt, and for other purposes connected with finance," presented by Lieut.-Commander Hilton Young, Financial Secretary to the Treasury; supported by the Chancellor of the Exchequer (6th April) (Bill 60).

#### Societies.

##### United Law Clerks' Society Festival.

At the 80th Anniversary Festival, over which the Lord Chancellor will preside, at the Hotel Cecil, on Monday, the 18th inst., at 7 p.m., ladies will grace this function by their presence at the tables, with the gentlemen guests and members. A pleasing innovation upon pre-war days.

#### The Probation Act.

In a case heard at Tower Bridge Police Court on Monday, says *The Times*, Mr. Bingley, the Magistrate, made strong comments on what he described as abuses of the Probation Act.

William Cook, 55, Bruce House, Drury-lane, and Henry Clarkson, 47, Belvedere-road, Lambeth, were charged with housebreaking at Howley-place, Lambeth, and stealing one £1 Treasury note and other articles to the value of £8 13s. belonging to Garnet Gwyer. A detective-sergeant told the magistrate that Cook had already been placed on probation at the Sessions, and he was directed to ask that the prisoner should be sent there if committed on the present charge, so that he could be dealt with by the same authority.

**Mr. Bingley:** I am tired of committing people like these two men to the Sessions, where it seems to be the practice to use the Probation Act for men charged with housebreaking, robbery from the person, and burglary. It was this abuse of the Probation Act, the wording of which is very definite—"the Court is of opinion that, having regard to the character, antecedents, &c., of the person charged, or to the trivial nature of the offence, it is inexpedient to inflict other than a nominal punishment"—which had determined me to commit these men to the Central Criminal Court. I have watched the Records for the past 12 months, and I am astounded

at the number of men, with long lists of convictions, who have been "bound over" under this Act—an Act intended for juvenile offenders and men who made one slip in an otherwise blameless life, and, I repeat, I regard it as the abuse of a beneficent Act.

The prisoners were, in accordance with the request, committed to the Sessions.

#### Companies.

##### The Royal Exchange Assurance.

The Directors of the Royal Exchange Assurance have appointed Mr. Robert Connew, Assistant Fire Manager at their head office, as from the 25th March last. Mr. Connew has, in order to take up his new appointment, relinquished the position of General Manager for South Africa of the Corporation, which he has held since 1911, prior to which he occupied a similar position for the "Alliance."

At a Court of Directors of the Royal Exchange Assurance held on the 6th April, the Directors decided to recommend the General Court to be held on the 27th April next to declare a further dividend of 9 per cent. less income tax, making 16 per cent. less income tax for the year 1920.

#### Obituary.

##### Mr. S. B. Dixon.

The death is announced of Mr. S. B. DIXON, of Pewsey, Wiltshire, in his 82nd year. He had practised for more than half a century as a solicitor, having held during that time many public appointments, and was a recognised authority on Poor Law. He was widely known as a geologist, and made important discoveries in Savernake Forest of ancient flint implements, the collection of which he left to the Devizes County Museum. Mr. Dixon, who was for some years a J.P. for the county of Wiltshire, was twice married, and leaves a son and a daughter.

#### Legal News.

##### General.

**Mr. Stanley Evans**, of Theobalds-road, W.C., and of Hayward's Heath, solicitor, left estate of gross value £40,539.

**Mr. Lloyd George** was elected president of the London Solicitors' Golfing Society at their annual general meeting at the Law Society's Hall.

**Mr. Frederick Walker** (70), of Coleman-street, E.C., and Durham Villas, Kensington, W., solicitor, chairman of the Premier Oil and Pipe Line Company, Ltd., the Grand Hotel, Calais, and the New Lafon Tin Fields, Ltd., and a director of other companies' left estate of gross value £63,690.

**Oswestry** Town Council on the 4th inst., says *The Times*, received a letter from Ellesmere Urban Council asking support for a resolution urging the introduction of legislation to deal adequately with dangerous heavy road traffic, either by limiting the number of trailers drawn by large road locomotives or by enacting that such traffic should be preceded round corners by a man carrying a red flag. Councillor Parry said that he narrowly escaped collision with a large road-train when cycling round a corner. The locomotive was drawing three trailers, and the second trailer entirely blocked the road. The regulations issued by the County Council allowed three trailers. A motion to support the Ellesmere resolution was carried without dissent.

A report prepared by a sectional committee of inquiry under the Profiteering Acts dealing with the drain pipes, flooring and roofing tiles, and stone trades, has been issued as a White Paper (Cmnd. 1209, price 2d.). It is stated that the flooring and roofing tiles trade has made heavy losses during the war, and though two associations fix minimum selling prices, profits now being made are not unreasonable. The committee hold that where in any trade there are associations controlling 60 per cent. or more of an industry, steps should be taken to safeguard the interests of the community, and suggest that every such association should be required to obtain from its members, and at the end of each twelve-monthly period publish, a statement showing (1) the average trading profit and the average net profit in relation to the turnover of the industry in so far as it is covered by such association; (2) the average ratio of turnover to capital; and (3) the average wages earned per hour of skilled, semi-skilled and unskilled labour.

Next week, I hope [accompanied by my art value!] to motor through Beaconsfield, Thame, Bicester, Banbury, Leamington, Edgbaston, Wolverhampton, Shrewsbury, Market Drayton, Nantwich, Knutsford, Derby, Leicester, Rugby, Daventry, Stony Stratford, St. Albans.—W. E. Hureomb, Calder House (corner of Dover-street), Piccadilly, W. Phone, Regent 475.—ADVT.

## Court Papers.

### Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice PETERSON.
	EMERGENCY ROTA.	APPEAL COURT NO. 1. ROTA.	
Monday April 11	Mr. Syage	Mr. Borrer	Mr. Syage
Tuesday .....	Jolly	Bloxam	Jolly
Wednesday .....	Goldschmidt	Syage	Syage
Thursday .....	Church	Jolly	Jolly
Friday .....	Borrer	Goldschmidt	Syage
Saturday .....	Bloxam	Church	Jolly
.....	.....	.....	.....
Date.	Mr. Justice SARGANT.	Mr. Justice RUSSELL.	Mr. Justice P. O. LAWRENCE.
Monday April 11	Mr. Goldschmidt	Mr. Church	Mr. Borrer
Tuesday .....	Church	Goldschmidt	Bloxam
Wednesday .....	Church	Church	Borrer
Thursday .....	Goldschmidt	Goldschmidt	Bloxam
Friday .....	Church	Church	Borrer
Saturday .....	Church	Goldschmidt	Bloxam
.....	.....	.....	.....

### EASTER Sittings, 1921.

#### COURT OF APPEAL.

##### IN APPEAL COURT NO. 1.

Tuesday, 5th April.—Ex parte Applications, Original Motions and Interlocutory Appeals from the Chancery and Probate and Divorce Divisions and, if necessary, Chancery Final Appeals.

Wednesday, 6th April.—Final Appeals from the Chancery Division will be taken and continued until further notice.

##### IN APPEAL COURT NO. II.

Tuesday, 5th April.—Ex parte Applications, Original Motions and Interlocutory Appeals from the King's Bench Division and, if necessary, Final Appeals from the King's Bench Division.

Wednesday, 6th April.—Final Appeals from the King's Bench Division will be taken and continued in this Court.

#### HIGH COURT OF JUSTICE.

##### CHANCERY DIVISION.

##### LORD CHANCELLOR'S COURT.

##### MR. JUSTICE EVE.

Mondays ..... Chambersummons.

Tuesdays ..... Sht cans pets for cons and non-wit list

Wednesdays ..... Non-wit list.

Thursdays ..... Non-wit list.  
Lancashire Business will be taken on Thursdays, the 7th and 21st April and the 5th May.

Fridays ..... Mots and non-wit list.  
N.B.—Motions will be taken on Thursday, May 12th, instead of Friday, May 13th.

#### CHANCERY COURT III.

##### MR. JUSTICE PETERSON.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

#### CHANCERY COURT I.

##### MR. JUSTICE SARGANT.

Except when other Business is advertised in the Daily Cause List Mr. Justice Sargent will take Actions with Witnesses throughout the Sittings.

#### CHANCERY COURT V.

##### MR. JUSTICE RUSSELL.

Mondays ..... Chambersummons.  
Applications under Trading with the Enemy Acts will be heard on each Monday afternoon at 2 o'clock.

Tuesdays ..... Sht cans, pets, fur cons and non-wit list.

Wednesdays ..... } Non-wit list.

Thursdays ..... } Non-wit list.

Fridays ..... Mots and non-wit list.

#### CHANCERY COURT II.

##### MR. JUSTICE ASTBURY.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

#### CHANCERY COURT IV.

##### MR. JUSTICE P. O. LAWRENCE.

Mondays ..... Sitting in chambers.  
Tuesdays ..... Companies' (Winding Up) Business and non-wit list.

Wednesdays ..... Fur Cons and non-wit list.

Thursdays ..... Non-wit list.

Fridays ..... Mots, sht cans, pets and non-wit list.

#### 1921.

Gasquet v The Countess of Wilton  
Cory Bros & Co Ltd v Fox, Stockell and Co

In re Dickson's Settled Estates and In re Settled Estates Act

Ross & Cammer

Watta v Chase (security ordered)

In re J C A Roberts, dec Smith v Leppard

Reynolds & ors v Atherton

#### 1919.

Probate in re the Estate of Francis

Arthur Davies, dec Davis, George

(Appit) v Wills, Alfred & ors

(Resps) (Appit dead—s.o.)

Divorce Robinson Alice Maud Appit

v Robinson, James (Respt) (s.o. to fix a day)

#### 1920.

Divorce Rickard, J L v Rickard

M L B

Divorce Gater, S W v Gater, A A

#### 1921.

Divorce La Terriere v La Terriere and Gray  
Foster, F v Foster, F A

#### FROM THE COUNTY PALATINE COURT OF LANCASTER.

##### (Final List.)

#### 1921.

Freeman v Evans

William Barnett Id v Barnett

#### FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

##### (Interlocutory List.)

#### 1921.

In re Trading with the Enemy Acts

In re Baron Hans von Reitzes  
Probate in re W N Ahearn, dec Ahearn v Whiteside

#### FROM THE KING'S BENCH DIVISION.

##### (In Bankruptcy.)

#### 1921.

In re R S Wilson (expte J J B Arter  
The Trustee John Hall) No 18 of 1915

In re a Debtor (expte The Debtor  
v The Petitioning Creditor and  
The Official Receiver) No 796 of 1920

In re a Debtor (expte The Debtor  
v The Petitioning Creditor and  
The Official Receiver) No 143 of 1921

In re a Debtor (expte The Debtor  
v The Petitioning Creditors and  
The Official Receiver) No 969 of 1920

#### FROM THE KING'S BENCH DIVISION.

##### (Final and New Trial List.)

Heard before Bankes, Atkin and Younger, L.J.J.

Curling v Matthey (c.a.v. Jan. 17)

#### FROM THE KING'S BENCH DIVISION.

##### (Final and New Trial List.)

#### 1920.

Attorney General v John Brown  
(Revenue Side) (s.o. for Attorney General)

Comms of Inland Revenue  
(Appls) v Korean Syndicate Id  
(Revenue Side) (s.o. for Attorney General)

Wankin Colliery Co. Id (Appls) v  
The Comms of Inland Revenue  
(Resps) (Revenue Side) (s.o. for Attorney General)

Cardbox Id v Judd & Co  
Bache & Vig v Montague L Meyer  
In the Matter of an Arbitration

Bache & Wagner v Montague L Meyer  
(s.o. for Attorney General)

F L Smith & Co (Appls) v F  
Greenwood Surveyor of Taxes  
(Respt) (Revenue Side) (s.o. for Attorney General)

In the Matter of Petition of Right  
of John Robinson and Co Id  
(Petrs) and The King (Respt)  
(s.o. for Attorney General)

In the Matter of a Petition of Right  
of Charles, trading as Charles & Co  
(Supp) v The King (s.o. for Attorney General)

In re an Arbitration between Messrs  
J & J Denholme Id and The  
Shipping Controller (s.o. for Attorney General)

A Hind & Sons v Wild Bros & anr  
Comms of Inland Revenue v  
Sanderson (Revenue Side) (s.o. for Attorney General)

The Attorney General v The Com-  
pany of Proprietors of Selby  
Bridge (Revenue Side) (s.o. for  
Attorney General)

The British Italian Corps Id v The  
Comms of Inland Revenue  
(Revenue Side) (s.o. for Attorney  
General)

Hickman v The Royal Agricultural  
Soc of England (s.o. until after  
appl in House of Lords)

In re an Arbitn between T & J  
Harrison, Owners of S.S.  
Inkonka and The Shipping Con-  
troller (s.o. for Attorney-General)

Mayor &c. of West Bromwich v  
The Spon Lane Colliery Co Id

In the Matter of the Agricultural  
Holdings Act, 1908 and In the  
Matter of an Arbitn. between  
H F Smith and the Minister of  
Agriculture

Liverpool District Registry Costigan  
v Blake & Co (s.o. Liverpool  
Assizes)

In re an Arbitn between The Comms  
for executing the Office of Lord  
High Admiral of the United  
Kingdom & The Owners of the  
S.S. Valeria

D. Allester Id v Swift Shipping  
Agency

Hammond v Whitworth  
Gaunt v British & Foreign Marine  
Insee Co Id (s.o. till after judgt  
in House of Lords)

In re The Petition of Right of  
Charles Gane & Sons and ors  
(s.o. for Attorney General)

Charles Gane & Sons & ors v Clarke  
& ors (s.o. for Attorney-General)

Norris v Tapper (security ordered)  
Sheppard v Mayor &c of Glossop  
Morgan v Burt

The Royal Commission on the Sugar  
Supply v Garthwaite

Dale v Bazalgette

Lunau v Thorp & Co (Poultry  
Farmers) Id

Niblett v Confectioners' Materials  
Co Id

#### 1921.

Limerick Steamship Co Id v W H  
Stott & Co

Price v Wather, Cattell & Gurdan Id  
Peel Bros & Co Id v Utley Lister's  
Successors

D Rose (Machine Supplies) Co Id v  
Adler & Jaffensbaum and In the  
Matter of an Issue between Adler  
and D Rose (Machine Supplies)  
Co Id

Samuel Sandy & Co v Strath  
Steamship Co Id

British American Tobacco Co Id v  
Poland

Bombay & Persia Steam Navigation  
Co v The Shipping Controller and  
In re The Indemnity Act, 1920

Aksionsairnayo Obschestvo Dlia  
Mechanicheskoy Obrabotky  
Diereva A M Luther v James  
Sagor and Co

Onion v The Austin Motor Co Id

Enver v Gaff & anr

Porter, Turk & Son Id v Ford  
Attorney-General v Wilts United  
Dairies Id (s.o. for Attorney-General)

Duncan v The Atomized Lime Co  
Manning v Blomfield  
The British Paper Co Id v Henderson  
Craig & Co Id

Norris & Clayton Id v Gregory  
Starke v Proops

Capper v Crucis Bros

The Morning Post Id v The Indo-

Malay & Colonial Agency Id

In re an Arbitration between Charles Weis & Co Ltd (Sellers) and Produce Brokers Co Ltd (Buyers)  
In re an Arbitration between Cowan Bros Ltd & Victor Blagden & Co  
Eden v D P Morgan Ltd & others  
Goldberg Ltd v Bjornstad & Brackhus  
Fryer v Corfield  
Aktieselskabet "General Gordon" v The Cape Copper Co Ltd  
A G Salter Ltd v Spencer, Deacon & Co Ltd  
Vulcan Motor & Engineering Co (1906) Ltd v Hampson  
Spence v The Mercantile Bank of India Ltd  
Courtauld v Duncan B Gray & Partners and others  
Same v Same  
Beswick v Dorman  
Stanger v Clinton  
Jordan v Martin & Co  
Troy v The Eastern Co. of Warehouses Insurance and Transport of Goods with Advances Ltd (of Petrograd)

South Staffordshire Water Works Co v Read  
Same v Brown  
Hodson v Bassett & Co  
In the Matter of an Arbitration between The French State Railways (Clm'ts) and J Cross & Co  
Wall v Warren  
Dugdale Everton & Co Ltd v James Turner & Co (Manchester) Ltd  
Leopold Walford (London) Ltd v National Benefit Assurance Co Ltd  
Thomas v King  
In re The Agricultural Holdings Acts 1908 to 1914 In the Matter of an Arbitration between W. S. Ormonde (Tenant) and J T Mills (Landlord)  
Kerwin v Haan  
Cimelli v Rossi  
The Acetylene Corp of Great Britain Ltd v The Canada Carbide Co Ltd  
Sugarman v Sam Isaacs Ltd  
Sutcliffe v Jones & Collette  
Parkinson v Smith, Bulmer & Co  
Lilley v Watson Bros

#### FROM THE PROBATE DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List).

1920.

Clan Robertson — 1918 — Folio 677  
The Rome Steam Shipping Co Ltd v Cayzer Irvine & Co Ltd  
Gulf of Suez — 1920 — Folio 567  
The Shipping Controller v Owners S.S. Gulf of Suez  
Australia 1920 — Folio 543  
The Shipping Controller v Owners of S.S. Australia  
Absalon 1920 — Folio 260  
Owners of S.S. Absalon v The Tyne Improvement Commissioners

1921.

Cap Palos — 1920 — Folio 422  
Owners of Schooner Cap Palos v Alder  
Sommerstad — 1918 — Folio 266  
Owners of S.S. Indian Transport v Owners of S.S. Sommerstad  
Merkara — 1920 — Folio 808  
Owners of S.S. Sir v Owners of S.S. Mekara  
Francis Batey 1920 — Folio 527  
Owners of Sailing Vessel Minnie Sommers v Owners of Steam Vessel Francis Batey

Cumberland Queen 1920 — Folio 818  
Owners of S.S. Sliue Gallion v Owners of S.S. Cumberland Queen  
Gertrude 1920 — Folio 712  
J F Wood & Co v G W Fines

Without Nautical Assessors.  
(Final List).

1920.

Graygarth — 1920 — Folio 1,062  
Rea Ltd v Owners of Barge Para

1921.

Ottokar — 1913 — Folio 334  
Owners of S.S. Portia v Owners of S.S. Ottokar

#### FROM THE KING'S BENCH DIVISION. (Interlocutory List).

1920.

J P Hall & Co Ltd v Commissioners of Inland Revenue (Revenue Side) (s.o. for Attorney General)

1921.

Perez v John Mercer & Sons

Weinstein v Miller

British American Continental Bank Ltd v Wyatt (Hannigan & Baldwin, third parties)

Keeling & Walker Ltd v The Sturtevant Engineering Co Ltd

#### IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts).

1920.

Carnaby v Owners of Ship Bromsgrove (Durham, West Hartlepool)

Cook & Sons v London & South Western Ry Co (Hampshire, Southampton)

1921.

Pocock v Edwards & Son Ltd (Kent, Greenwich)

Dobson v Anglo-Saxon Petroleum Co Ltd (Lancashire, Barrow-in-Furness)

Harries v Thomas & Co (Glamorganshire, Neath)

Jones v The Ynysarwed Colliery Co (Glamorganshire, Neath)

Haney v Vickers Ltd (Lancashire, Barrow-in-Furness)

Mellor v Ashton Bros & Co Ltd (Cheshire, Hyde)

Leach v Dick, Kerr & Co Ltd (Lancashire, Preston and Chorley)

Smidmore v London & Thames Haven Oil Wharves Ltd (City of London Court)

Martin v Lindsay's Paddington Ironworks Ltd (Middlesex, Shore-ditch)

The Atlantic Transport Co Ltd v Lynch (Middlesex, Bow)

Harper Rowbotham (Warwickshire, Birmingham)

Yates & Thom Ltd v Duxbury (Lancashire, Blackburn)

Kear v The Shelton Iron, Steel & Coal Co Ltd (Staffordshire, Stoke-upon-Trent)

Standing in the "Abated" List.

#### FROM THE KING'S BENCH DIVISION.

(Final and New Trial List).

1918.

Weiss, Biheller & Brooke Ltd (Applts v Richard Farmer, Surveyor of Taxes (Respt) (Revenue Side)

Selby-Lowndes v Selby-Lowndes (s.o. generally — liberty to restore by 14 days notice on either side, March 29, 1920)

1919.

In the Matter of Petition of Right of the Owners of the S.S. Larchgrove (s.o. generally)

1920.

The Elliot Steam Tug Co Ltd v John Payne & Co (s.o. generally Dec. 15)

**VALUATIONS FOR INSURANCE.** — It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBBENHAM, STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality. — [ADVT.]

#### FROM THE KING'S BENCH DIVISION. (Interlocutory List).

1916.

J Soanes & Sons Ltd (H. Huber & Co Garnishees) v Papier Fabrik Wiessenstein A.G. (Judge Debtor) part heard restored (s.o. generally)

N.B. — The above List contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, etc., set down to 24th March, 1921.

## Winding-up Notices.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

*London Gazette.* — FRIDAY, Mar. 25.

ARCHIBALD V. CARTER. — Clemence Anne Albertine Louise Marie Carter, 224, Walm-le-Cricketwood, On or before April 25, to send by post, prepaid, to Mr. Arthur Croke Morgan, 11, Essex-st., Strand. Mr. Justice Astbury and Mr. Justice P. O. Lawrence, Royal Courts, ROLLER V. PORTER. — Reine Gertrude Evelyn Lowrey, 10, Northdown-av., Margate. On or before May 2, to send by post, prepaid, to Mr. Hayner M. Neate, 16, Southampton-st., Bloomsbury. Mr. Justice Sargent and Mr. Justice Russell, Royal Courts.

*London Gazette.* — TUESDAY, Mar. 29.

THE ROTHERBY STATION HOTEL CO. LTD. — Creditors are required, on or before April 12, to send their names and addresses and full particulars of their debts or claims, to William Allan, 4, Prudhoe-pl., Newcastle-upon-Tyne, liquidator.

*London Gazette.* — FRIDAY, April 1.

MURRAY FOUNDRY CO. LTD. — Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to David Frederick Middlemiss, 6 & 7, Coleman-st., liquidator.

BUKIT SELANGOR RUBBER ESTATES LTD. — Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. C. F. Burton, 35, Copthall-av., E.C., liquidator.

STAPLEY & SMITH LTD. — Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Archibald Buchanan Keith, Kinnaird House, Crown-ct., Cheapside, liquidator.

EXCHANGE HALL PICTURES LTD. — Creditors are required, on or before May 7, to send in their names and addresses, and the particulars of their debts or claims, to Nathaniel Duxbury, 27, Richmond-ter., Blackfriars, liquidator.

FLUORURUM FLAME CARBOS LTD. — Creditors are required, on or before April 6, to send in their names and addresses, and the particulars of the debts or claims, to Frank N. Clarke, 4, Pavilion-bridge, Brighton, liquidator.

LONDON & SUBURBAN CINEMAS LTD. — Take notice, on or before April 12, creditors are required to prove their debts or claims. B. Whitehead, Philpot-la, liquidator.

THE ALBION FOOTBALL & ERECTORY RECREATION GROUND CO. LTD. — Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Charles Coles, 74, Amberst-nd., Plymouth, liquidator.

WILSON, HILL & CO. LTD. — Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Harold Watson Humphries, 23, King-st., liquidator.

J. KERSHAW & SONS (DARWEN) LTD. — Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to Andrew Carson Bowden, 29, Corporation-st., Manchester, and Guy Waterworth, Central-bldgs., Richmond-ter., Blackburn, joint liquidators.

ELMS GOLLIFFE CO. LTD. — Creditors are required, on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to Mr. W. Pitton Jones, 15, 16 & 17 Pembroke-bldgs., Swansea, liquidator.

PHOENIX LTD. — Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Ebenezer Henry Hawkins, 4, Charterhouse-sq., E.C., liquidator.

DANIELS & CO. LTD. — Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Ebenezer Henry Hawkins, 4, Charterhouse-sq., E.C., liquidator.

WREXHAM TAILORING & CLOTHING CO. LTD. — Creditors are required, on or before April 30, to send in their names and addresses, and the particulars of their debts and claims, to Robert Stobbs, 4, Alexander Dibbs, King-st., Wrexham, liquidators.

HALL & SMITH LTD. — Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts and claims, to William Nicholson, 12, Wood-st., Cheshunt, liquidator.

## Resolutions for Winding-up Voluntarily.

*London Gazette.* — FRIDAY, Mar. 25.

The Gresham Property Association Ltd. H. Dearly Ltd. Entente Industrielle (England) Ltd. Henry J. Brewster & Co. Ltd. Rice Shoe Co. Ltd. Massey & Winbury Ltd. W.F.S. Syndicate Ltd. Seville Bros. (Leicester) Ltd. The South-Western Trades Mutual Plate Glass Insurance Co. Ltd. Lynn Volunteer Drill Hall Buildings Co. Ltd. Amalgamated Cinematograph Theatres Ltd. Zenith Shipping Co. Ltd. John Payne Ltd. Lancashire Owner Drivers Ltd. Bowness Institute Ltd. The Liberian Rubber Corporation Ltd. R. & J. Evans & Co. Ltd. The Eagle Creek Oil Co. (California) Ltd.

The Larkhill & Salsbury Plain Development Co. Ltd. The T. K. Bellis Turtle Co. (1911) Ltd. Edward A. Base Ltd. Ross Spinning Co. Ltd. Fox, Page, Croft & Co. Ltd. Preston Ship Stores Ltd. Harding Thompson & Co. Ltd. Walter Gould & Son (Machine Grinders) Ltd. A. Nicholls Ltd. The Premier Glass Manufacturing Co. Ltd. Richard Walker Ltd. Oxford University Co-operative Society Ltd. London Fine Chemicals Ltd. Fielding (Newcastle) Ltd. Marie Blanche & E. Lewis Waller Ltd. Harrison & Hope Ltd. G. B. Woodhouse & Co. Ltd. The Milsbridge Bowling Green Co. Ltd. Pennies Ltd.

London Gazette.—TUESDAY, Mar. 29.

Joseph Benn & Sons Ltd.  
Brystole Inventions Ltd.  
Hford Doll & Toy Co. Ltd.  
Grimeford Mills Co. Ltd.  
Rothbury Station Hotel Co. Ltd.  
Urmston Palace Ltd.

The Windham Garage Co. Ltd.  
Bee Hive Picture Palaces Ltd.  
Everybody's Vacuum Cleaner Co. (London) Ltd.  
Charles Love Ltd.

London Gazette.—FRIDAY, April 1.

Tower Investment Trust Ltd.  
Stoke Park Land Co. Ltd.  
Weymouth & District Allotment Holders' & Gardeners' Association Ltd.  
Exchange Hall Picture Co. Ltd.  
The Malaga Red Oxide Co. Ltd.  
West Suburban Tool & Engineering Works Ltd.  
Ashton-under-Lyne & District (Grocers) Bakeries Ltd.  
The Buxton & District Conservative Club Co. Ltd.  
New Restaurants Ltd.  
The Hingham Gas Co. Ltd.  
Oldbury Rolling Mills Ltd.  
Wrexham Tailoring & Clothing Co. Ltd.  
S. L. Gotliffe & Sons Ltd.

Stoke Poges Estate Co. Ltd.  
The Whitehead Torpedo Works (Weymouth) Ltd.  
W. Archer & Co. Ltd.  
London & Suburban Cinemas Ltd.  
Colonial Fruit Co. Ltd.  
Wilson, Hill & Co. Ltd.  
Coventry Simplex Engines Ltd.  
Joseph Fish & Sons Ltd.  
The Crescent Cinema Theatre Co. (Hulme) Ltd.  
Elms Colliery Co. Ltd.  
The Wellingborough Upper & Legging Co. Ltd.  
Derby Steam Trawling Co. Ltd.  
Lesdra Table Water Co. Ltd.

## Creditors' Notices.

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Mar. 25.

AMES, EDWARD, Ladbroke-grove, W.11. May 1. Evans, Rendall & Oakeshott, Bedford-row, W.C.1.  
BATLEY, WILLIAM FOX, and BATLEY, MARY ELIZABETH ANN, Blackheath. May 31. Spencer & Arnold, Greenwich, S.E.  
BARKER, RALPH, Alford, Surrey, Farmer. May 1. Leader, Plunkett & Leader, Newgate-st., E.C.1.  
BESWICK, HARRY, Hooley Hill, Lancs. April 25. Hervey Smith & Sons, Hyde.  
BOOT, ALICE MAUD, Brighton. April 30. Drucet & Attie, Billiter-st., E.C.3.  
BROOKER, GEORGE BARTON, Fetter-lane, Trust Contractor. April 29. Douglas W. Money, South-aq., Gray's Inn, W.C.1.  
CONNELLY, MARTIN, Northwich. June 1. A. & J. E. Fletcher, Northwich, Cheshire.  
CREWE, REV. WALTER FRANCIS, Norwich. April 27. H. Goodger & Son, Burton-on-Trent.  
DOWGLASS, GEORGE, South Milton, Devon. April 25. Iliffe, Sweet & Co., Bedford-row, W.C.1.  
DOWLING, BRIAN LAIDLEY, New South Wales, Australia. May 1. Nicholson & Crouch, Survey-st., W.C.2.  
DIGBY, HERBERT NOYES, Colchester, Tobacconist. April 23. Wittey & Denton, Colchester.  
DUNCAN, ALEXANDER, Penarth, Glam. June 17. Cousins, Botsford & Co., Cardiff.  
FASSE, JACOBUS, Rotterdam. April 25. Charles Roper, Bucklersbury, E.C.4.  
FRY, THOMAS HENRY, Blackheath. April 22. Griffith & Son, New-sq., Lincoln's-Inn.  
GAMBLIN, CHARLES HENRY, Winchester, Teacher of Music. April 16. Ernest Dowling, Winchester.  
GARNETT-BOTFIELD, ELIZABETH CLULOW, Bishop's Castle, Shropshire. May 5. Chester, Broome & Griffiths, Bedford-row, W.C.1.  
GAY, JAMES, East Dereham, Norfolk, J.P. April 30. Hunter & Haynes, New-sq., W.C.2.  
GOTT, FRANK, Leeds, Land Agent. May 7. Nelson, Edissons & Lupton, Leeds.  
GOWAN, ELIZABETH ANNE, Bournemouth. April 27. Hore, Pattison & Bathurst, Lincoln's Inn-fields, W.C.2.  
GRIMMETT, WILLIAM, Bow. May 1. De Buriatte & Bowen, Ely-pl., E.C.1.  
HARDING, MARY ANN, Heaton Norris, Lancaster. April 30. Tatham, Worthington & Co., Manchester.  
HOCKING, CHARLES JOHN, Muswell Hill, N. May 1. De Buriatte & Bowen, Ely-pl., E.C.1.  
HOLMES, ALFRED, Bradford, Wool Buyer. April 25. E. Cawthon, Bradford.  
INKSIP, HENRY ISAAC, Bamford, State of Queensland, Miner. May 4. Leader, Plunkett & Leader, Newgate-st., E.C.1.  
JOHNSTON, WILLIAM RAINS, Finchley-nd., N.W. May 1. De Buriatte & Bowen, Ely-pl., E.C.1.  
JONES, FANNY, Walsall. May 1. Sharpe, Darby & Milliechip, West Bromwich.  
LEWIN, COMMANDER WILLIAM HENRY, R.N., Littleham, Exmouth. April 30. Gush, Phillips, Walters & Williams, Finsbury-circus, E.C.2.  
LUDHARD, JAMES EDWARD, Bournemouth. April 18. W. Maitland Durant, Bournemouth.  
LOGUE, WILLIAM, Wakefield. April 8. Herbert Best, Wakefield.  
LONGHORNE, JONATHAN SYER, Dalston. April 23. Ald, Hood & Co., Brabant-st., E.C.3.  
MANDEIX, ANDRE ALFRED, Le Havre, France. May 2. Hays, Roughton & Dunn, Clements-ia, E.C.  
MARTINEAU, FRANCES, Brighton. April 30. Blyth, Dutton, Hartley & Blyth, Gresham-ho., E.C.2.  
MASTERS, EMMA VICTORIA, Kensington. April 26. Stanley, Attenborough & Co., Piccadilly.  
MCNEALL, RICHARD, Blackburn. April 30. E. & B. Haworth, West Blackburn.  
MURRAY, DAVID KENNETH, Winchester, Watchmaker. April 16. Bowler & Sons, Winchester.  
OLLIE, ELIZABETH, Wardsworth Common. April 23. Routh, Stacey & Castle, Bloomsbury, W.C.1.  
PATTERSON, EDWARD CHARLES, Upper Norwood. April 30. S. F. Miller & Miller, Savile-row, W.1.  
PINDER, MARY ANN, Middlesbrough. April 17. Herbert Outhwaite, Middlesbrough.  
PINDER, WILLIAM, Middlesbrough. April 17. Herbert Outhwaite, Middlesbrough.  
POWIS, ELEANOR, Brixton. April 30. Howard & Veneer, Clifford's-Inn, E.C.4.  
RAWLINSON, JOHN CHARLES, Lincoln, Licensed Victualler. April 27. G. E. B. Padley, Lincoln.  
SANDFORD, RICHARD MANWARING FORMAN, Farnborough. April 20. Charles Norton & Co., Moorgate-st., E.C.2.  
SAVILL, ETHEL MARGARET, Norwich. June 1. Dennes, Lamb & Pearce Gould, Chancery-ia., W.C.2.  
SMITH, HENRY CLARK, Liverpool, Theatrical Proprietor. May 16. Edwin Berry & Co., Liverpool.  
SOTHERS, LAWRENCE ARTHUR, Handsworth, Birmingham. April 4. Hatwell, Pritchett & Co., Birmingham.  
SPAWTON, MARY, Chopwell, Durham. May 3. Charles E. Layne, Newcastle-upon-Tyne.  
STANDES, SOPHIA WILHELMINA, Dover. May 9. Mowll & Mowll, Dover.

## THE MIDDLESEX HOSPITAL.

WHEN CALLED UPON TO ADVISE AS TO LEGACIES, PLEASE DO NOT  
FORGET THE CLAIMS OF THE MIDDLESEX HOSPITAL,  
WHICH IS URGENTLY IN NEED OF FUNDS FOR ITS HUMANE WORK.

# CORPORATE TRUSTEE & EXECUTOR.

## THE ROYAL EXCHANGE ASSURANCE

ACTS AS

TRUSTEE of FUNDS amounting to  
**£30,000,000.**

For Particulars apply to:

THE SECRETARY, HEAD OFFICE, ROYAL EXCHANGE, E.C.3.  
THE MANAGER, LAW COURTS BRANCH, 29-30, HIGH HOLBORN, W.C.1.  
THE TRUSTEE MANAGER, MANCHESTER BRANCH, 94-96, KING STREET.

STANFORD, HERBERT, Wells-next-the-Sea, Norfolk, Grocer. April 14. E. B. Loynes & Son, Wells, Norfolk.  
TAYLOR, JOHN, Kirby Overlow, Yorks. April 22. W. Topham, Harrogate.  
TAYLOR, BETSY, Kirby Overlow, Yorks. April 22. W. Topham, Harrogate.  
TEMPERLEY, MYRTLE IRENE, Rajputana, India. May 2. W. E. Singleton, Essex-st., E.C.2.  
TICE, WILLIAM, Knapton, Norfolk, Farmer. April 13. Wilkinson, Davies & Bridgewater, North Walsham.  
TUNNEY, JOHN ROBERT WILLIAM, Ditchingham, Norfolk. April 25. Sprake & Co., Bungay.  
VACHEL, HARVEY GEORGE, Bedford. May 1. Tehba & Son, Bedford.  
WALPOLE-DRUCQUEL, EDITH SILVESTER, Middlesex. April 25. Warren & Allen, Nottingham.  
WELINKAR, MRS. LUXUMIRAL, Gwalior, Central India. April 30. Gladgate & Co., Pall-mall, S.W.1.  
WHITEHEAD, SAM, Hafton, Warwick. April 25. Campbell, Brown & Lesliebrook, Warwick.  
WHITCOMB, SARAH ANN, Southwark. April 23. Edwin Boxall & Kempe, Brighton.  
WILLIAMS, ALBERT WILLIAM, Poplar. April 23. Gordon & Co., Piccadilly, W.1.  
WRIGHT, ELIZABETH, Barton-under-Needwood. April 27. H. Goodger & Son, Burton-on-Trent.  
WRIGHT, EDWARD, Burton-upon-Trent, Brewer. April 27. H. Goodger & Son, Burton-on-Trent.

London Gazette.—TUESDAY, Mar. 29.

ANDREWS, JOHN RICHARD, Walthamstow. April 28. Chas. O. Green, Walbrook, E.C.4.  
ESPIN, SARAH JANE, Didsbury, Manchester. April 26. Brooks, Marshall & Moon, Manchester.  
FLECK, JOANNA CATHERINE, Cape Town, South Africa. May 10. Michael Abrahams, Son & Co., Austin Friars, E.C.2.  
GREEN, RICHARD, Felling, Durham, Engineman. April 30. Criddle & Ord, Gateshead.  
HALE, MRS. SARA KEZIA, Kirkham, Lancs. April 30. Finch, Johnson & Co., Preston.  
HORNBY, FREDERICK, Liverpool. April 20. W. Boyle & Son, Liverpool.  
HOWES, EDITH SUSAN PLUMPTRE, Bournemouth. May 1. Tilney Barton, Bournemouth.  
LOWCOCK, GEORGE WILLIAM, Lytham, Lancs. April 30. Wood, Norris & Wilson.  
THOMAS, DANIEL, Llanedey, Carmarthen. April 29. Thomas Henry Hiscott, Stone-bldgs., Lincoln's Inn, W.C.  
THOMAS, HARRIET ANN, Pontardulais, Carmarthen. April 29. Thomas Henry Hiscott, Stone-bldgs., Lincoln's Inn, W.C.

London Gazette.—FRIDAY, April 1.

ALDRED, JAMES BATTERS, Grappenhall, Chester. May 1. Forshaw & Forshaw, Warrington.  
BAKER, JOHN, Chedzoy, Somerset, Farmer. April 12. F. W. Bishop & Tyrell, Bridgewater.  
BARTER, LOUISA WITHAM, Bournemouth. May 2. Mooring, Aldridge & Haydon, Bournemouth.  
BASTOW, DENNIS, East Sheen, Surrey. April 30. Weston & Tatton, Brighton.  
BERDISH, JOHN, Hartsgate. April 12. Bailey & Haigh, Selby.  
BRAMLEY-MOORE, ELLA BRAIDSBOROUGH, Bristol. May 12. C. & M. Turner, Piccadilly, W.1.  
BROWN, MRS. EMMA, Haydn, Middx. May 9. Pearce & Nicholls, New-st., Lincoln's Inn, W.C.  
BUTTERWORTH, JAMES, Oldham. April 30. Griffiths & Son, Oldham.  
CAVE, ANN, Derby. April 12. Bailey & Haigh, Selby.  
COOPER, WILLIAM HENRY, Gosport, Hants, Naval Pensioner. May 5. Blake, Reed & Lupton, Portsmouth.  
DAVIES, AMELIA ELIZABETH, Cairo, Egypt. May 21. Jas. Stobie, Handsworth.  
DENNETT, ARTHUR CHARLES, Retford. May 14. Mee & Co., Retford.  
GROVE, MARQUIITA, VISCOUNTESS DE PANAMA, Upper Gloucester-pl., Marylebone. May 15. Maddison, Stirling & Hundi, Old Jewry-chmbr., E.C.2.  
DODSON, JOSEPH BOTTOMLEY, Wilmslow, Chester, Estate Agents. May 7. Boote & Dutton, Manchester.  
DUDLEY, CHARLES EDWIN, Hampstead, N.W.6. April 30. Please & Sons, Old Jewry-chmbr., E.C.2.  
DUTTON, WALTER, Liversedge, Yorks. April 22. C. Stanley Hays, Heckmondwike.  
DYER, JOSEPH, Plymouth. May 7. H. F. Russell, Bexley Heath.  
GALLIN, JOHN BAPTIST GREGORY, Putney. May 4. Hicklin, Washington & Pasmore, Southwark, S.E.1.  
GREINGER, GOTTHEIL, St. Leonards-on-Sea. May 6. Goldberg & Barrett, Finsbury-circus, E.C.2.  
GUNN, GEORGE, Brighton. May 16. J. N. Mason & Co., Temple-avenue, E.C.4.  
HESS, ALBERT, Ryde-st., St. James's. May 14. Tamplin, Tayler & Joseph, Fenchurch-st., E.C.3.  
HOOD, MARY ANNE, Ealing. May 20. Reynolds & Miles, Basinghall-st., E.C.2.  
JOHNSON, AMELIA TEMPLE, Guildford. April 30. Stoll & Co., Tunbridge Wells.  
LENG, CHRISTOPHER DAVID, Sheffield, Newspaper Proprietor. May 31. Bramley & Coombe, Sheffield.  
LOVETT, JOHN, Dorn, nr. Moreton-in-Marsh, Worcester, Farmer. May 5. James, Barton & Kentish, Birmingham.  
LOWCOCK, GEORGE WILLIAM, Lytham. April 30. Wood, Norris & Wilson, Manchester.  
MASSINGHAM, ARTHUR, Hove. April 30. Cusham & Cunningham, Brighton.  
MONTAGUE, CHARLES, Islington, N. May 31. Lewis & Sons, Wilmington-sq., W.C.1.  
NEWELL, CHARLES HENRY, Hford. April 30. Hulbert Crowe & Hulbert, Liverpool-st., E.C.2.  
PEARCE, HELENE AUGUSTE FRIEDERIKE, Notting Hill. May 5. Attenboroughs, Thavies-unn Holford, E.C.1.  
POLLARD, WILLIAM, Bristol, Chemist. April 30. G. Bush & Bush, Bristol.  
PIRELL, GEORGE LLOYD, Newton, Yorks. June 1. Peacock, Gregory & Son, Liverpool.  
SANSOM, BENJAMIN, Bognor Regis. May 1. Slater & Co., Darlaston, nr. Wednesbury.  
SECKER, ELIZABETH Moseley, Birmingham. May 5. James, Barton & Kentish, Birmingham.  
WAITHMAN, ARTHUR, Maida Vale, N.W. May 13. Baker, Blaker & Hawes, Cannon-st., E.C.4.  
WILLIAMS, HANNAH, Barnes. April 30. Brown, Brown & Quayle, Southport.

## Bankruptcy Notices.

London Gazette.—TUESDAY, Mar. 22.

## RECEIVING ORDERS.

THE AMALGAMATED TRADING CO., Kingston-on-Thames. Kingston. Pet. Feb. 22. Ord. Mar. 17.

AYKIN, FREDERICK HARRY, Grimsby, Wheelwright. King's Lynn. Pet. Mar. 18. Ord. Mar. 18.

BARRETT, WILLIAM, Liverpool, Greengrocer. Liverpool. Pet. Mar. 7. Ord. Mar. 17.

COHN, J., Aldersgate-st., E.C.4, Soft Goods Merchant. High Court. Pet. Mar. 10. Ord. Mar. 18.

CONNELL, B., Bedfont, Feltham, Farmer. Kingston. Pet. Feb. 3. Ord. Mar. 17.

COOPER, JOHN THOMAS, Morton, Lincolnshire, Farmer. Peterborough. Pet. Mar. 12. Ord. Mar. 16.

GOODE, MARGARET, Culcheth, near Warrington, Farmer. Bolton. Pet. Mar. 3. Ord. Mar. 16.

HAMILTON, ELLA, Putney. Wandsworth. Pet. Feb. 11. Ord. Mar. 17.

HEATH, SAMUEL, Cardiff, Share Broker. Cardiff. Pet. Mar. 4 Ord. Mar. 18.

HODGSON, ERNEST WILLIAM, Great Grimsby, Bricklayer. Great Grimsby. Pet. Mar. 19. Ord. Mar. 19.

HOLTON, WALTER WILLIAM, Birmingham, Brassfounder. Birmingham. Pet. Mar. 17. Ord. Mar. 17.

JAQUES, FRANK VICTOR, Merioneth, and SANDERSON, CHRISTOPHER, Merioneth, Cinematograph Exhibitors. Wrexham. Pet. Mar. 17. Ord. Mar. 17.

JENKINS, MORRIS DANIEL, Ystrad-Mynach, Glam., Painter. Merthyr Tydfil. Mar. 31 at 11.30. Off. Rec. 117, St. Mary-st., Cardiff.

HALL, ALFRED SAMUEL, Slifden, Farmer. Brighton. Mar. 31 at 2.30. Off. Rec. 12a, Marborough-st., Brighton.

HAMILTON, ELLA, Putney. Wandsworth. Mar. 31 at 12.30. York-nd., Westminster Bridge-nd., S.E.1.

HAMMERSH, E. M., Kensington. High Court. April 1 at 2.30. Bankruptcy-bdgs., Carey-st., W.C.2.

HARWOOD, HAROLD WALMSLEY, Walton-on-Dale, nr. Preston, Farmer. Preston. Pet. April 1 at 10. Off. Rec. 13, Wrexley-st., Preston.

ISRAEL, H., Stratford, Fruit Merchant. High Court. April 4 at 12. Bankruptcy-bdgs., Carey-st., W.C.2.

JENKINS, MORRIS DANIEL, Ystrad-Mynach, Glam., Painter. Merthyr Tydfil. Mar. 31 at 12. Off. Rec. 117, St. Mary-st., Cardiff.

KITCHER, WILLIAM HENRY, Cardiff, upholsterer. Cardiff. Mar. 30 at 2.15. Off. Rec. 117, St. Mary-st., Cardiff.

LEAVY, ALFRED, Trelaw, Glam., Tailor. Pontypridd. Mar. 30 at 12.15. Off. Rec. 117, St. Mary-st., Cardiff.

LINTON, ANNSLEY, Romandy, Northallerton, Farmer. Northallerton. April 5 at 11.15. County Court Office, Northallerton.

LIVESAY, G. E., South Kensington. High Court. April 4 at 11. Bankruptcy-bdgs., Carey-st., W.C.2.

LOXLEY, EDGAR CHECKETTS, Lowesmoor, Worcester, Motor Driver. Worcester. April 1 at 4.30. Copenhagen-st., Worcester.

LUCKETT, THOMAS ALBERT, Worsbrough's Dale, nr. Barnsley, Motor Bus Driver. Barnsley. Mar. 31 at 10.30. Off. Rec., County Court Hall, Regent-st., Barnsley.

MARCH, HARRY, Pimlico, W.1, Merchant. High Court. April 4 at 2.30. Bankruptcy-bdgs., Carey-st., W.C.2.

NANCHOLAS, ERNEST, Falmouth, Grocer. Truro. April 5 at 12. Off. Rec. 12, Princes-st., Truro.

PAYEN, AUGUSTE LOUIS, Market Deeping, Lincolnshire, Distiller. Peterborough. April 15 at 12. Law Courts, Peterborough.

PERRING, ALFRED, Plymouth, Devon, Draper. Plymouth. Mar. 31 at 3. Buckland-Terrace, Plymouth.

PIKE, BERTIE, Taunton, Caterer. Taunton. April 4 at 2.30. Guildhall, The Parade, Taunton.

ROCKMAN, Miss ELSPETH, Devonshire-st., High Court. April 4 at 11. Bankruptcy-bdgs., Carey-st., W.C.2.

SLATTER, GEORGE FREDERICK, Leeds, Engineer's Labourer. Leeds. Pet. Mar. 17. Ord. Mar. 17.

SMITH, ISAAC, Halifax, Wool Merchant. Halifax. Pet. Mar. 12. Ord. Mar. 18.

SUTTON, GORDON ALFRED, Cheriton, Kent, Motor Car Proprietor. Canterbury. Mar. 18. Ord. Mar. 18.

TAYLOR, JOHN SHEARMAN, Swindon, Yarn Salesman and DUGDALE, THOMAS WILLIAM, St. Anne's-on-the-Sea, Engineer. Bolton. Pet. Mar. 18. Ord. Mar. 18.

THORP, ELIEZ, Stalybridge, Chocolate Manufacturer. Ashton-under-Lyne. Pet. Feb. 25. Ord. Mar. 9.

VAN HOYTEM, WILLIAM JACOB, Lombard-st., Merchant. High Court. Pet. Mar. 2. Ord. Mar. 17.

VARDY, MARY, Derby, Grocer. Derby. Pet. Mar. 18. Ord. Mar. 18.

WALTERS, Marks, Bethnal Green, and LAZARUS, HYMAN, Bethnal Green, Shoe Manufacturers. High Court. Pet. Mar. 18. Ord. Mar. 18.

WALTON, WILLIAM ARNOLD, Blakelawn, near Kidderminster, Tobacco Dealer. Gloucester. Pet. Mar. 3. Ord. Mar. 19.

WESTBROOK, ARTHUR DUDLEY, Great Winchester-st., E.C., Company Director. High Court. Pet. Mar. 18. Ord. Mar. 18.

WILLIAMS, HERBERT STANLEY, Kingston-upon-Hull, Relief Ship's Cook. Kingston-upon-Hull. Pet. Mar. 18. Ord. Mar. 18.

YORKE, WILLIAM HENRY, Forest Gate, Essex, Manufacturers' Agent. High Court. Pet. Feb. 21. Ord. Mar. 17.

## FIRST MEETINGS.

ABRAHAMS, ALBERT LYON, Maida-vale, High Court. April 5 at 12. Bankruptcy-bdgs., Carey-st., W.C.2.

ADAMS, BERTRAM FERDINAND, Warley, Brentford, Essex, Farmer. Chelmsford. April 1 at 12.30. 14, Bedford-row, W.C.

ADDLEY, GEORGE, Dover, Boot Repairs. Canterbury. Mar. 30 at 11. Off. Rec. 68a, Castle-st., Canterbury.

ALDOUS, JOHN WILLIAM, Great Yarmouth, Fancy Shopkeeper. Norwich. Mar. 30 at 3. Off. Rec. 8, Upper King-st., Norwich.

BARRETT, WILLIAM, Liverpool, Greengrocer. Liverpool. Mar. 31 at 12. Off. Rec. Union Marine-bdgs., 11, Dale-st., Liverpool.

BOUSFIELD, THOMAS, Ludlow, Salop, Deb Collector. Leominster. April 5 at 2.30. 2, Off-st., Hereford.

BUTTERS, ALBERT ERNEST, Grangetown, Cabinet Maker. Middlesbrough. April 1 at 2.30. Off. Rec. 80, High-st., Stockton-on-Tees.

CARTER, CLARA MARIA, Warwick, Fancy Goods Dealer. Birmingham. April 1 at 11.30. Ruskin-chmrs., Corporation-st., Birmingham.

CHAPLIN, FREDERICK WILLIAM, Bedford Park, Baker's Manager. Brentford. April 1 at 11.30. 14, Bedford-row, W.C.

CHAPLIN, FLORENCE MARY, Bedford Park, Baker. Brentford. April 1 at 11. 14, Bedford-row, W.C.

COHN, J., Aldersgate-st., E.C.4, Soft Goods Merchant. High Court. April 5 at 11. Bankruptcy-bdgs., Carey-st., W.C.2.

COOK, THOMAS, Gloucester, Livery Stable Keeper. Gloucester. Mar. 31 at 11.30. County Court Offices, King-st., Gloucester.

COLEMAN, TOM, Kettering, Shoe Manufacturer. Northampton. April 5 at 10.30. Off. Rec., The Parade, Northampton.

COLLINGS, LEWIS HERBERT, Bedfordshire, Farmer. Bedford. April 1 at 12. Off. Rec. 5, Petty-cury, Cambridge.

CONNELL, B., Feltham, Farmer. Kingston. Mar. 31 at 11.30. York-nd., Westminster Bridge-nd., S.E.1.

DAWSON, NORMAN CHARLES, Woffhampton, nr. Rugby, Corn Merchant. Northampton. April 5 at 10.30. Off. Rec., The Parade, Northampton.

FONTER, JAMES, Harrogate, Fish Dealer. Harrogate. Mar. 30 at 2.30. Court House, Raglan-st., Harrogate.

GARNER, JOHN WILLIAM, Hindley, Grocer. Wigan. Mar. 31 at 11.30. Off. Rec., Liverpool.

HAEFLIGER, GUILLAUME, Bangor, Glam., Watchmaker. Merthyr Tydfil. Mar. 31 at 11.30. Off. Rec. 117, St. Mary-st., Cardiff.

HALL, ALFRED SAMUEL, Slifden, Farmer. Brighton. Mar. 31 at 2.30. Off. Rec. 12a, Marborough-st., Brighton.

HAMILTON, ELLA, Putney. Wandsworth. Mar. 31 at 12.30. York-nd., Westminster Bridge-nd., S.E.1.

HAMMERSH, E. M., Kensington. High Court. April 1 at 2.30. Bankruptcy-bdgs., Carey-st., W.C.2.

HARWOOD, HAROLD WALMSLEY, Walton-on-Dale, nr. Preston, Farmer. Preston. Pet. April 1 at 10. Off. Rec. 13, Wrexley-st., Preston.

ISRAEL, H., Stratford, Fruit Merchant. High Court. April 4 at 12. Bankruptcy-bdgs., Carey-st., W.C.2.

JENKINS, MORRIS DANIEL, Ystrad-Mynach, Glam., Painter. Merthyr Tydfil. Mar. 31 at 12. Off. Rec. 117, St. Mary-st., Cardiff.

KITCHER, WILLIAM HENRY, Cardiff, upholsterer. Cardiff. Mar. 30 at 2.15. Off. Rec. 117, St. Mary-st., Cardiff.

LEAVY, ALFRED, Trelaw, Glam., Tailor. Pontypridd. Mar. 30 at 12.15. Off. Rec. 117, St. Mary-st., Cardiff.

LINTON, ANNSLEY, Romandy, Northallerton, Farmer. Northallerton. April 5 at 11.15. County Court Office, Northallerton.

LIVESAY, G. E., South Kensington. High Court. April 4 at 11. Bankruptcy-bdgs., Carey-st., W.C.2.

LOXLEY, EDGAR CHECKETTS, Lowesmoor, Worcester, Motor Driver. Worcester. April 1 at 4.30. Copenhagen-st., Worcester.

LUCKETT, THOMAS ALBERT, Worsbrough's Dale, nr. Barnsley, Motor Bus Driver. Barnsley. Mar. 31 at 10.30. Off. Rec., County Court Hall, Regent-st., Barnsley.

MARCH, HARRY, Pimlico, W.1, Merchant. High Court. April 4 at 2.30. Bankruptcy-bdgs., Carey-st., W.C.2.

NANCHOLAS, ERNEST, Falmouth, Grocer. Truro. April 5 at 12. Off. Rec. 12, Princes-st., Truro.

PAYEN, AUGUSTE LOUIS, Market Deeping, Lincolnshire, Distiller. Peterborough. April 15 at 12. Law Courts, Peterborough.

PERRING, ALFRED, Plymouth, Devon, Draper. Plymouth. Mar. 31 at 3. Buckland-Terrace, Plymouth.

PIKE, BERTIE, Taunton, Caterer. Taunton. April 4 at 2.30. Guildhall, The Parade, Taunton.

ROCKMAN, Miss ELSPETH, Devonshire-st., High Court. April 4 at 11. Bankruptcy-bdgs., Carey-st., W.C.2.

SLATTER, GEORGE FREDERICK, Leeds, Engineer's Labourer. Leeds. Pet. Mar. 17. Ord. Mar. 17.

SMITH, ISAAC, Halifax, Wool Merchant. Halifax. Pet. Mar. 12. Ord. Mar. 18.

SUTTON, GORDON ALFRED, Cheriton, Kent, Motor Car Proprietor. Canterbury. Mar. 30 at 10.30. Off. Rec., County Court Hall, Regent-st., Barnsley.

TAYLOR, JOHN SHEARMAN, Swindon, near Kidderminster, Yarn Salesman and DUGDALE, THOMAS WILLIAM, St. Anne's-on-the-Sea, Engineer. Bolton. Pet. Mar. 18. Ord. Mar. 18.

TEERDALE, J. LUND, Great Ayston. Stockton-on-Tees. Pet. Dec. 1. Ord. Mar. 17.

TINSLEY, ARTHUR, East Molesey, Surrey. Kingston. Pet. Feb. 18. Ord. Mar. 17.

VARDY, MARY, Derby, Grocer. Derby. Pet. Mar. 18. Ord. Mar. 18.

WALTERS, MARKS, Bethnal Green, and LAZARUS, HYMAN, Bethnal Green, Wholesale Boot Manufacturers. High Court. Pet. Mar. 18. Ord. Mar. 18.

WALTON, WILLIAM ARNOLD, Blakelawn, near Kidderminster, Tobacco Dealer. Gloucester. Pet. Mar. 3. Ord. Mar. 19.

WINS, PERCY BURTON, Broad Street-place, E.C. High Court. Pet. Dec. 16. Ord. Mar. 18.

WILLIAMS, HERBERT STANLEY, Park-st., Relief Ship's Cook. Kidderminster. Pet. Mar. 18. Ord. Mar. 18.

YORKE, WILLIAM HENRY, Forest Gate, Essex, Manufacturer's Agent. High Court. Pet. Feb. 21. Ord. Mar. 19.

London Gazette.—FRIDAY, Mar. 25.

## RECEIVING ORDERS.

ANDREW, DAVID, Chelsea, S.W. High Court. Pet. Feb. 6. Ord. Mar. 21.

BAILY, RICHARD, Devonshire, Cattle Dealer. Exeter. Pet. Mar. 21. Ord. Mar. 21.

BAKER, LILIAN MARY, Jernyn-st., Dressmaker. High Court. Pet. Mar. 4. Ord. Mar. 21.

BOOTHMAN, GEORGE, Carlisle, Butcher. Carlisle. Pet. Mar. 21. Ord. Mar. 21.

BUDD, FREDERICK ROGERS, Eastleigh, Hants, Grocer. Southampton. Pet. Mar. 23. Ord. Mar. 23.

CALVERT, THOMAS, Blackpool, Grocer. Blackpool. Pet. Mar. 21. Ord. Mar. 21.

COMLEY, HARRY MAXWELL, Old Trafford, nr. Manchester. Salford. Pet. Feb. 18. Ord. Mar. 21.

COOKE, ROBERT, Spalding, Lincoln, Farmer. Peterborough. Pet. Mar. 21. Ord. Mar. 21.

COREY, OSCAR B., Queen's Club-gardens. High Court. Pet. Jan. 18. Ord. Mar. 18.

DARBY, W. H. D'ESTERRE, Finsbury Pavement-ho. High Court. Pet. Feb. 18. Ord. Mar. 22.

GEORGE, JAMES, Wellington, Farmer. Hereford. Pet. Mar. 19. Ord. Mar. 19.

GEORGES, G. D., East Dulwich, Provision Dealer. High Court. Pet. Feb. 8. Ord. Mar. 23.

GIRARDOT, E. D., Mayfair, W., Engineer. High Court. Pet. Feb. 11. Ord. Mar. 23.

GIUNIPERO & CO., Great St. Helens, Merchants. High Court. Pet. Dec. 15. Ord. Mar. 23.

GIUNIPERO, CHARLES EDMUND, Clapham Common, Merchant. High Court. Pet. June 7. Ord. Mar. 23.

HALL, JOHN HERBERT, Swanage, Builder. Poole. Pet. Feb. 14. Ord. Mar. 23.

HARRIS, FRED, Kingston-upon-Hull, Baker. Kingston-upon-Hull. Pet. Mar. 22. Ord. Mar. 22.

HEALEY, GEORGE WILLIAM, Stockport, and SHAW, HORACE, Stockport, Rubber Waste Merchants. Stockport. Pet. Mar. 23. Ord. Mar. 23.

HOWSE, LESLIE PHILIP, Margate, and SNEE, GEORGE HARRY BERTHOM, Margate, Electrical Engineers. Canterbury. Pet. Mar. 21. Ord. Mar. 21.

HUMBLE, FRANCIS, Norton, Farmer. Scarborough. Pet. Mar. 21. Ord. Mar. 21.

HUMBLE, WILLIAM, Malton, Pig Dealer. Scarborough. Pet. Mar. 21. Ord. Mar. 21.

KENDALL, ROBERT WILLIAM, Lancaster, Shoe Maker. Preston. Pet. Mar. 21. Ord. Mar. 21.

KENWORTHY, WILLIAM HENRY, King's Cross, Commercial Clerk. High Court. Pet. Mar. 23. Ord. Mar. 23.

LANGHALL & WADE, Finsbury, Printer's Designers. High Court. Pet. Mar. 15. Ord. Mar. 23.

MATTHEWS, EDWARD W., Forest Hill, Kent, Greenwich. Pet. Feb. 23. Ord. Mar. 22.

PAGE, CHARLES, Leicester, Cycle Dealer. Leicester. Pet. Mar. 22. Ord. Mar. 23.

PIKE, GEORGE ALFRED, Chancery-ls., Auctioneer. High Court. Pet. Mar. 23. Ord. Mar. 23.

POYSER, JOHN, Leeds, Wholesale Clothier. Leeds. Pet. Mar. 23. Ord. Mar. 23.

PRESCOTT, JOHN HENRY, Oldbury, Tipton. West Bromwich. Pet. Mar. 31. Ord. Mar. 21.

ROBSON, MAUD CAROLINE, Newcastle-upon-Tyne, Milliner. Newcastle-upon-Tyne. Pet. Mar. 12. Ord. Mar. 23.

ROSE, HARRY LEOPOLD, Manchester-st., Motor Car Dealer. High Court. Pet. July 25. Ord. Mar. 23.

ROSE, VAUGHAN KENEALY, Brislington, Grocer. Bristol. Pet. Mar. 22. Ord. Mar. 22.  
 SACKETT, VINCENT, Southampton, Dental Operator. Southampton. Pet. Mar. 22. Ord. Mar. 22.  
 SCOTT, ALLAN LAWRENCE, Macclesfield, Fancy Draper. Macclesfield. Pet. Mar. 22. Ord. Mar. 22.  
 SCOTT, FREDERICK H., Marchwood, Hants, Farmer. Southampton. Pet. Feb. 28. Ord. Mar. 21.  
 SMERDON, WILLIAM HENRY, Birmingham, and KIRBY, ALFRED HENRY, Birmingham. Birmingham. Pet. Jan. 3. Ord. Mar. 21.  
 STANTON, CHARLES THOMAS, Pengo, Kent, Electrical Engineer. Croydon. April 4 at 11.30. York-nd., Westminster Bridge-nd., S.E.1.  
 TAYLOR, JOHN, Pakefield, Suffolk, Builder. Great Yarmouth. April 2 at 12.30. Off. Rec. 8, Upper King-st., Norwich.  
 THOMPSON, SARAH ANN, Filey, Yorks, and McCANN, FLORENCE JULIA, Kingston-upon-Hull, Wholesale Ironmongers. Kingston-upon-Hull. April 4 at 11.30. Off. Rec., York City Bank-chbrs., Lowgate, Hull.  
 THORNTON, PHILIP, Bradford, Retail Milliner. Bradford. April 1 at 11. Off. Rec. 12, Duke-st., Bradford.  
 WILLIAMS, HERBERT STANLEY, Kingston-upon-Hull, Relief Ship's Cook. Kingston-upon-Hull. April 6 at 11.30. Off. Rec., York City Bank-chbrs., Lowgate, Hull.

Amended Notice substituted for that published in the *London Gazette* of Mar. 22.  
 WYNNE, GEORGE EDWIN LEIGH, Kingston-on-Thames. Kingston. Pet. Feb. 22. Ord. Mar. 17.

## FIRST MEETINGS.

ABINGOLD, LAKARUS, Liverpool, Cabinet Maker. Liverpool. April 5 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.  
 ANDREW, DAVID, Chelsea, S.W., High Court. April 11 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 ATYES, FREDERICK HARRY, Grimsby, Wheelwright. King's Lynn. April 7 at 12.30. Court House, King's Lynn.  
 BAILY, RICHARD, Devonshire, Cattle Dealer. Exeter. April 8 at 2.30. Off. Rec., 9, Bedford-cl. cts., Exeter.  
 BAKER, LILLIAN MARY, Jermyn-st., Dressmaker. High Court. April 6 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 BARNETT, ISAAC JACK, Liverpool, Hairdresser. Liverpool. April 12. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.  
 BRAITHWAITE, ROBERT JAMES, Wellington Heath, Hereford, Tobsconist. Hereford. April 9 at 12.45. Off-st., Hereford.  
 CHURNS, RUBEN, Leeds, Button Hole Machinist. Leeds. April 4 at 11. Off. Rec., 24, Bond-st., Leeds.  
 COREY, OSCAR B., Queen's Club-gardens. High Court. April 8 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 DOCKING, FRED ELLERY, Wadebridge, Tailor. Truro. April 7 at 12. Off. Rec., 12, Princes-st., Truro.  
 GEORGE, JAMES, Wellington, Hereford, Farmer. Hereford. April 9 at 12. Off. Rec., 12, Princes-st., Truro.  
 GOLDSWORTHY, WILLIAM HENRY, Berkhamsted, Herts, Foreman. Aylesbury. April 2 at 12. 1, St. Aldates, Oxford.  
 GRIMES, FRANK, Weymouth, Bootmaker. Dorchester. April 1 at 1.3. Off. Rec., City-chambers, Catherine-st., Salisbury.  
 HODGSON, ERNEST WILLIAM, Great Grimsby, Bricklayer. Great Grimsby. April 3 at 11. Off. Rec., St. Mary's-chambers, Great Grimsby.  
 HOLTON, WALTER WILLIAM, Birmingham, Glassfounder. Birmingham. April 8 at 11.30. Buskin-chambers, 191, Corporation-st., Birmingham.  
 LUNDY, MARTIN, Bolton, Milline Store Dealer. Bolton. April 1 at 2.30. Off. Rec., Byrom-st., Manchester.  
 MATTHEWS, EDWARD W., Forest Hill, Kent, Greenwich. April 4 at 12. York-nd., Westminster Bridge-nd., S.E.1.  
 NUNN, HENRY, Offton, Suffolk, Farmer. Ipswich. April 1 at 12.30. Off. Rec., 36, Princes-st., Ipswich.  
 OGDEN, BENJAMIN, Newton Abbot, Devonshire, Beerhouse Keeper. Exeter. April 8 at 11.30. Off. Rec., 9, Bedford-circus, Exeter.  
 PLANT, CHARLES FREDERICK, Newport, Mon., Taxicab Proprietor. Newport (Mon.). April 5 at 2. County Court Offices, Dock-st., Newport (Mon.).  
 PEMBREIDGE, ROBERT CECIL, Hereford. Hereford. April 9 at 12.30. Off-st., Hereford.  
 SACKETT, VINCENT, Lympington, Dental Operator. Southampton. April 6 at 12. Off. Rec., Midland Bank-chbrs., High-st., Southampton.  
 SANDERS, THOMAS MARSHIN, Bloomsbury-st., Civil Engineer. High Court. April 8 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 SLADE, JOHN, and WALKER, JOHN ALFRED RANDOLPH, Ashton-under-Lyne. April 1 at 3. Off. Rec., Byrom-st., Manchester.

SMITH, ISAAC, Halifax, Wool Merchant. Halifax. April 6 at 10.30. County Court House, Prescott-st., Halifax.  
 SMITH, JOSEPH, Matlock Bath, Musical Instrument Dealer. Derby. April 1 at 11.30. Off. Rec., 4-Castle-pl., Nottingham.  
 STANTON, CHARLES THOMAS, Pengo, Kent, Electrical Engineer. Croydon. April 4 at 11.30. York-nd., Westminster Bridge-nd., S.E.1.  
 TAYLOR, JOHN, Pakefield, Suffolk, Builder. Great Yarmouth. April 2 at 12.30. Off. Rec. 8, Upper King-st., Norwich.  
 THOMPSON, SARAH ANN, Filey, Yorks, and McCANN, FLORENCE JULIA, Kingston-upon-Hull, Wholesale Ironmongers. Kingston-upon-Hull. April 4 at 11.30. Off. Rec., York City Bank-chbrs., Lowgate, Hull.  
 THORNTON, PHILIP, Wibsey, Retail Milliner. Bradford. April 1 at 11. Off. Rec., 12, Duke-st., Bradford.  
 WILLIAMS, HERBERT STANLEY, Kingston-upon-Hull, Relief Ship's Cook. Kingston-upon-Hull. April 6 at 11.30. Off. Rec., York City Bank-chbrs., Lowgate, Hull.

## ADJUDICATIONS.

ABELL, THOMAS SPENCER HALL, Yelverton, South Devon. Truro. Pet. Feb. 16. Ord. Mar. 21.  
 ABRAHAMS, ALBERT LYON, Maida Vale. High Court. Pet. Feb. 17. Ord. Mar. 23.  
 APERLICK, WILLIAM, Hexham, Northumberland, Estate Agent. Newcastle-upon-Tyne. Pet. Feb. 17. Ord. Mar. 21.  
 BAKER, RICHARD, Devonshire, Cattle Dealer. Exeter. Pet. Mar. 21. Ord. Mar. 21.  
 BAKER, OLIVER, Croydon, Cabinet Maker. Croydon. Pet. Dec. 23. Ord. Mar. 7.  
 BOOTHMAN, GEORGE, Carlisle, Butcher. Carlisle. Pet. Mar. 21. Ord. Mar. 21.  
 BUDD, FREDERICK ROGERS, Eastleigh, Hants, Grocer. Southampton. Pet. Mar. 23. Ord. Mar. 23.  
 CARNS, ERNEST DUNHAR, Devonshire. Barnstaple. Pet. Feb. 9. Ord. Mar. 22.  
 CALVERT, THOMAS, Blackpool, Grocer. Blackpool. Pet. Mar. 21. Ord. Mar. 21.  
 CONNELL, B., Feltham, Farmer. Kingston. Pet. Feb. 3. Ord. Mar. 22.  
 GEORGE, JAMES, Wellington, Hereford, Farmer. Hereford. Pet. Mar. 10. Ord. Mar. 19.  
 GOLDSWORTHY, WILLIAM HENRY, Berkhamsted, Herts, Foreman. Aylesbury. Pet. Feb. 23. Ord. Mar. 21.  
 HAMMOND, EDMUND, Middlesbrough, Yorks. High Court. Pet. Jan. 20. Ord. Mar. 19.  
 HAWKINS, FRED, Kingston-upon-Hull, Baker. Kingston-upon-Hull. Pet. Mar. 22. Ord. Mar. 22.  
 HEALEY, GEORGE WILLIAM, Stockport, and SHAW, HORACE, Stockport, Rubber Waste Merchants. Stockport. Pet. Mar. 23. Ord. Mar. 22.  
 HILL, ERNEST GIBSON, Fenchurch-st., High Court. Pet. Jan. 27. Ord. Mar. 19.  
 HOLLAND, ALEXANDER, Middlesbrough, Yorks. High Court. Pet. Jan. 20. Ord. Mar. 19.  
 HOWSE, LESLIE PHILIP, Margate, and SNELL, GEORGE HARRY BERTRAM, Margate, Electrical Engineers. Canterbury. Pet. Mar. 21. Ord. Mar. 21.  
 HUMBLE, FRANCIS, Norton, Farmer. Scarborough. Pet. Mar. 21. Ord. Mar. 21.  
 HUMBLE, WILLIAM, Malton, Pig Dealer. Scarborough. Pet. Mar. 21. Ord. Mar. 21.  
 JOSEPH, LEWIS, Stamford Hill, Fancy Goods Manufacturer. High Court. Pet. Feb. 15. Ord. Mar. 21.  
 KENDALL, ROBERT WILLIAM, Lancaster, Shoe Maker. Preston. Pet. Mar. 21. Ord. Mar. 21.  
 KENWORTHY, WILLIAM HENRY, King's Cross, Commercial Clerk. High Court. Pet. Mar. 23. Ord. Mar. 23.  
 OWEN, THOMAS HENRY CLOAKE, Penarth, Glam. Stock-broker. Cardiff. Pet. Feb. 24. Ord. Mar. 21.  
 PAGE, CHARLES, Leicester, Cycle Dealer. Leicester. Pet. Mar. 22. Ord. Mar. 23.  
 PARRY, CHARLES FREDERICK, Newport, Mon., Taxicab Proprietor. Newport (Mon.). Pet. Nov. 22. Ord. Mar. 21.  
 PIKE, GEORGE ALFRED, Chancery-ld., Auctioneer. High Court. Pet. Mar. 23. Ord. Mar. 23.  
 POYSEN, JOHN, Leeds, Wholesale Clothier. Leeds. Pet. Mar. 23. Ord. Mar. 23.  
 PRESCOTT, JOHN HENRY, Oldbury, Tailor. West Bromwich. Pet. Mar. 21. Ord. Mar. 21.

PROFFITT, JOSEPH GEORGE, Walsall. Walsall. Pet. Feb. 2 Ord. Mar. 22.  
 ROCKMAN, FRANCESCA ELSPETH, South Kensington. High Court. Pet. Mar. 4. Ord. Mar. 21.  
 ROSE, VAUGHAN KENEALY, Brislington, Grocer. Bristol. Pet. Mar. 22. Ord. Mar. 22.  
 SACKETT, VINCENT, Southampton, Dental Operator. Southampton. Pet. Mar. 22. Ord. Mar. 22.  
 SCOTT, ALLAN LAWRENCE, Macclesfield, Fancy Draper. Macclesfield. Pet. Mar. 22. Ord. Mar. 22.  
 STANTON, CHARLES THOMAS, Pengo, Kent, Electrical Engineer. Croydon. Pet. Mar. 22. Ord. Mar. 22.  
 THORNTON, PHILIP, Bradford, Retail Milliner. Bradford. Pet. Feb. 22. Ord. Mar. 22.  
 WOODWARD, CHARLES HENRY, Lancashire, Jeweller. Salford. Pet. Feb. 9. Ord. Mar. 21.  
 WYNNE, GEORGE EDWIN LEIGH, Kingston-on-Thames. Kingston. Pet. Feb. 22. Ord. Mar. 22.  
 Amended Notice substituted for that published in the *London Gazette* of Mar. 22.

WASSERBURG, MARKS, Bethnal Green, Wholesale Boot Manufacturer. High Court. Pet. Mar. 18. Ord. Mar. 18.  
 Amended Notice substituted for that published in the *London Gazette* of Mar. 11.

SHEPHARD, WALTER GEORGE, Carcroft, Yorks, Joiner. Sheffield. Pet. Mar. 7. Ord. Mar. 7.

*London Gazette*.—TUESDAY, Mar. 29.

## RECEIVING ORDERS.

AGAR, ARTHUR THOMAS, Malton, Yorkshire, Wine Merchant. Scarborough. Pet. Mar. 24. Ord. Mar. 24.  
 BULLOCK, WILLIAM, Long Eaton, Derby, Slatier. Derby. Pet. Mar. 14. Ord. Mar. 23.  
 CHAMBERLAIN, CHARLES, Leicester, Contractor. Leicester. Pet. Mar. 11. Ord. Mar. 23.  
 CROWE, JAMES MARJORAM, Gorleston-on-Sea, Norfolk, Painter. Great Yarmouth. Pet. Mar. 24. Ord. Mar. 24.  
 GARTON, JOHN HENRY, Scarborough, Shoe Repairer. Scarborough. Pet. Mar. 23. Ord. Mar. 23.  
 GOLDSHORNE, ISAAC, Leeds, Woollen Merchant. Leeds. Pet. Feb. 25. Ord. Mar. 24.  
 HAMER, JOSEPH, Haslingden, Licensed Victualler. Blackburn. Pet. Mar. 24. Ord. Mar. 24.  
 HUTCHINSON, GEORGE, Farnsfield, Nottinghamshire, Farmer. Nottingham. Pet. Mar. 24. Ord. Mar. 24.  
 JOHN, JOHN CHRISTMAS, Blaengarw, Glam, Grocer. Cardiff. Pet. Mar. 24. Ord. Mar. 24.  
 KATE, LAURA, Huddersfield, Grocer. Huddersfield. Pet. Mar. 24. Ord. Mar. 24.  
 MATTS, ALFRED TURNER, Leicester, Corn Factor. Leicester. Pet. Mar. 24. Ord. Mar. 24.  
 PAGE, GEORGE ARTHUR BERNARD, Carmarthen, Marine Store Dealer. Carmarthen. Pet. Mar. 23. Ord. Mar. 23.  
 PARKER, FREDERICK, Wolverhampton, Picture Framer. Wolverhampton. Pet. Mar. 24. Ord. Mar. 24.  
 STEEL, HENRY GOLEGE, Parkstone, Dorset, Medical Practitioner. Poole. Pet. Mar. 24. Ord. Mar. 24.

## FIRST MEETINGS.

PROFFITT, JOSEPH GEORGE, Walsall. Walsall. April 8 at 12. Off. Rec., 30, Lichfield-st., Wolverhampton.  
 RIMMER, HENRY, Lytham, Estate Agent. Wigan. April 6 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.  
 SHURE, J., Stoke Newington. Edmonton. April 7 at 11. 14, Bedford-row, W.C.  
 SOLE, HILARY, St. Albans, Herts, Schoolmaster. Barnet. April 7 at 11.30. 14, Bedford-row, W.C.  
 WILLIS, FLORENCE ANN, Ramsgate, Dealer in Fancy Goods. Canterbury. April 8 at 11.15. The Off. Rec., 68a, Castle-st., Canterbury.

## ADJUDICATIONS.

AGAR, ARTHUR THOMAS, Malton, Spirit Merchant. Scarborough. Pet. Mar. 24. Ord. Mar. 24.  
 CHAMBERLAIN, CHARLES, Leicester, Contractor. Leicester. Pet. Mar. 11. Ord. Mar. 23.  
 CROWE, JAMES MARJORAM, Gorleston-on-Sea, Norfolk, Painter. Great Yarmouth. Pet. Mar. 24. Ord. Mar. 24.

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DAVIES, JENKIN ELDRED GORDON, Cardigan, Bank Clerk. Manchester. Pet. Jan. 5. Ord. Mar. 24.  
 GANTON, JOHN HENRY, Scarborough, Shoe Repairer. Scarborough. Pet. Mar. 23. Ord. Mar. 23.  
 HAMER, JOSEPH, Haslingden, Licensed Victualler. Blackburn. Pet. Mar. 24. Ord. Mar. 24.  
 HEATH, SAMUEL, Cardiff, Share Broker. Cardiff. Pet. Mar. 4. Ord. Mar. 22.  
 JOHN, JOHN CHRISTMAS, Blaenarvon, Glam., Grocer. Cardiff. Pet. Mar. 24. Ord. Mar. 24.  
 JOYES, WILLIAM LEVY, Wrexham, Timber Merchant. Wrexham. Pet. Mar. 3. Ord. Mar. 22.  
 KATE, LAURA, Huddersfield, Grocer. Huddersfield. Pet. Mar. 24. Ord. Mar. 24.  
 PAGE, GEORGE ARTHUR BERNARD, Carmarthen, Marine Store Dealer. Carmarthen. Pet. Mar. 23. Ord. Mar. 23.  
 PARKER, FREDERICK, Wolverhampton, Picture Framer. Wolverhampton. Pet. Mar. 24. Ord. Mar. 24.  
 STEEL, HENRY GOLDFR, Parkstone, Dorset, Medical Practitioner. Poole. Pet. Mar. 24. Ord. Mar. 24.  
 Amended Notice substituted for that published in the *London Gazette* of Mar. 18.  
 HARLIGER, GUILLAUME, Bargoed, Glam., Watchmaker. Merthyr Tydfil. Pet. Mar. 14. Ord. Mar. 14.

*London Gazette*.—FRIDAY, April 1.

#### RECEIVING ORDERS.

BUSH, HAROLD WORTLEY, Great Grimsby, Milk Dealer. Great Grimsby. Pet. Mar. 30. Ord. Mar. 30.  
 CASHMORE, GEORGE HENRY WILLIAM, Wandsworth Common, Motor Engineer, and CASHMORE, LAWRENCE ARNOLD VAUGHAN, Tooting, Motor Engineer. Wandsworth. Pet. Mar. 30. Ord. Mar. 30.  
 COOKLIN, S. M., Liverpool, Cabinet Maker. Liverpool. Pet. Feb. 28. Ord. Mar. 30.  
 HAYES, ARTHUR GERALD, High Littleton, Somerset, Wheelwright. Wells. Pet. Mar. 30. Ord. Mar. 30.  
 HOWARD, THOMAS, Highgate-nd. High Court. Pet. Feb. 22. Ord. Mar. 23.  
 JENKINS, SIMON, Henllan, Carmarthenshire, Collier. Carmarthen. Pet. Mar. 30. Ord. Mar. 30.  
 KIRBY, JOHN THOMAS, Wisbech, Boot Dealer. King's Lynn. Pet. Mar. 30. Ord. Mar. 30.  
 MILLER, JOHN PITTS, Liverpool, General Merchant. Liverpool. Pet. Feb. 21. Ord. Mar. 22.  
 MITCHELL, BARNETT, Bishopsgate, Fishmonger. High Court. Pet. Feb. 21. Ord. Mar. 23.  
 NOBLE, JOSEPH, Kingston-upon-Hull, Stonemason. Kingston-upon-Hull. Pet. Mar. 30. Ord. Mar. 30.  
 ROWLING, GEORGE HENRY, Asby, Westmorland, Farmer. Kendal. Pet. Feb. 21. Ord. Mar. 28.  
 SALT, HUBERT, Erdington, and WATERS, WILLIAM ROWLAND, Erdington, Manufacturing Jewellers. Birmingham. Pet. Mar. 24. Ord. Mar. 24.  
 TEMPLEMAN, JOHN FRANCIS, Tottenham, Bakers' Sundries Manufacturer. Edmonton. Pet. Mar. 24. Ord. Mar. 24.  
 TRAVERS, FLORENCE, Holloway, Milliner. High Court. Pet. Mar. 11. Ord. Mar. 24.  
 WHEATLEY, JAMES, Wellington, Salop, Licensed Victualler. Shrewsbury. Pet. Mar. 24. Ord. Mar. 24.

#### FIRST MEETINGS.

ABELL, THOMAS, South Devon, Truro. April 12 at 12. Off. Rec., 12, Princes-st., Truro.  
 BAXTER, BENJAMIN, Fulbeck, Grocer. Nottingham. April 12 at 11. Off. Rec., 4, Castle-place, Nottingham.  
 BESTWICK, ARTHUR WILLIAM, and BESTWICK, FRANCIS WALTER, Derby, Painters. Derby. April 12 at 11.30. Off. Rec., 4, Castle-place, Nottingham.  
 COOPER, JOHN THOMAS, Lincolnshire Farmer. Peterborough. April 13 at 12.15. Angel Hotel, Bourne.  
 DARBY, W. H. D'ESTERRE, Finsbury-pavement. High Court. April 11 at 12.30. Bankruptcy-bdgs., Carey-st., W.C.2.  
 FREEDMAN, LOUIS, Manchester, Shoe Repairer. Manchester. April 8 at 3. Off. Rec., Byron-st., Manchester.  
 GIBROOKES, G. D., East Dulwich, Provisions Dealer. High Court. April 11 at 2.30. Bankruptcy-bdgs., Carey-st., W.C.2.  
 GIRARDOT, E. D., Mayfair, W., Engineer. High Court. April 12 at 12.30. Bankruptcy-bdgs., Carey-st., W.C.2.  
 GIUNIPERO & CO., Great St. Helens, Merchants. High Court. April 12 at 11.30. Bankruptcy-bdgs., Carey-st., W.C.2.  
 GIUNIPERO, CHARLES EDMUND, Clapham Common, Merchant. High Court. April 12 at 11. Bankruptcy-bdgs., Carey-st., W.C.2.  
 HARGRAVES, JAMES, Blackpool, Cotton Dealer. Blackpool. April 8 at 2.30. Court House, South King-st., Blackpool.  
 HARRIS, FRED, Kingston-upon-Hull, Baker. Kingston-upon-Hull. April 12 at 11.30. Off. Rec., York City Bank-chambers, Lowgate, Hull.  
 HOWARD, THOMAS, Highgate-road. High Court. April 13 at 11. Bankruptcy-bdgs., Carey-st., W.C.2.  
 HOWSE, LESLIE PHILIP, Cliftonville, Margate, and SNEEL, GEORGE HARRY BERTRAM, Margate, Electrical Engineers. Canterbury. April 8 at 11.30. Off. Rec., Castle-st., Canterbury.  
 HUTCHINSON, GEORGE, Farnsfield, Notts, Corn Dealer. Nottingham. April 8 at 11. County Court House, St. Peter's-gate, Nottingham.  
 JAQUES, FRANK VICTOR, and SANDERSON, CHRISTOPHER, Merioneth, Cinematograph Exhibitors. Wrexham. April 8 at 2.30. Crypt-chambers, Eastgate-row, Chester.  
 KAYE, LAURA, Stockmoor, near Huddersfield, Grocer. Huddersfield. April 11 at 12.45. County Court House, Queen-st., Huddersfield.  
 KEATING, FLORENCE EVELYN, Bootle, Lancs, General Draper. Liverpool. April 8 at 11.30. Off. Rec., Union Marine-bdgs., 11, Dale-st., Liverpool.  
 KENWORTHY, WILLIAM HENRY, King's Cross, Commercial Clerk. High Court. April 11 at 11. Bankruptcy-bdgs., Carey-st., W.C.2.  
 LANGRISH, ERNEST; WADE, STUART EDWARD; COLLINGWOOD, CUTHBERT; and LANGRISH, HAROLD MATTHEW; Finsbury, Printers, Designers. High Court. April 11 at 12. Bankruptcy-bdgs., Carey-st., W.C.2.

LEVY, A. B., Didsbury, Shipper. Manchester. April 11 at 3. Off. Rec., Byron-st., Manchester.  
 MITCHELL, BARNETT, Bishopsgate, Fishmonger. High Court. April 13 at 12. Bankruptcy-bdgs., Carey-st., W.C.2.  
 PAGE, GEORGE ARTHUR BERNARD, Carmarthen, Marine Store Dealer. Carmarthen. April 13 at 11. Off. Rec., 4, Queen-st., Carmarthen.  
 PINE, GEORGE ALFRED, Chancery-lane, Auctioneer. High Court. April 13 at 12. Bankruptcy-bdgs., Carey-st., W.C.2.  
 ROBSON, MAUD CAROLINE, Newcastle-upon-Tyne, Milliner. Newcastle-upon-Tyne. April 8 at 11. Off. Rec., Pearbldes, Northumberland-st., Newcastle-upon-Tyne.  
 ROSE, HARRY LEOPOLD, Manchester-nd., Motor Car Dealer. High Court. April 13 at 11. Bankruptcy-bdgs., Carey-st., W.C.2.  
 TAYLOR, JOHN SHEARMAN, Swinton, and DUGDALE, THOMAS WILLIAM, 28, Anne's-on-the-Sea, Body Builders. Bolton. April 11 at 3.30. Off. Rec., Byron-st., Manchester.  
 TRAVERS, FLAMME, Holloway, Milliner. High Court. April 13 at 12.30. Bankruptcy-bdgs., Carey-st., W.C.2.  
 WHEATLEY, JAMES, Wellington, Salop, Licensed Victualler. Shrewsbury. April 13 at 12. Off. Rec., 22, Swan-hill, Shrewsbury.

#### ADJUDICATIONS.

BAILEY, ALEXANDER EDMUND, Stoke Newton, Veterinary Surgeon. Edmonton. Pet. Dec. 31. Ord. Mar. 23.  
 BUSH, HAROLD WORTLEY, Great Grimsby, Milk Dealer. Great Grimsby. Pet. Mar. 30. Ord. Mar. 30.  
 CASHMORE, GEORGE HENRY WILLIAM, Wandsworth Common, Motor Engineer, and CASHMORE, LAWRENCE ARNOLD VAUGHAN, Tooting, Motor Engineer. Wandsworth. Pet. Mar. 30. Ord. Mar. 30.  
 GREEN, HENRY JOHN, Fallsworth, Engineer. Oldham. Pet. Feb. 11. Ord. Mar. 30.  
 HAYES, ARTHUR GERALD, High Littleton, Somerset, Smith-Wells. Pet. Mar. 30. Ord. Mar. 30.  
 HOLDEN, STEPHEN, Leagrave nr. Luton, Ploughing Contractor. Luton. Pet. Jan. 29. Ord. Mar. 30.  
 HOWARD, THOMAS, Highgate-nd. High Court. Pet. Feb. 22. Ord. Mar. 30.  
 JENKINS, SIMON, Henllan, Carmarthenshire, Collier and Licensed Victualler. Carmarthen. Pet. Mar. 30. Ord. Mar. 30.  
 KELLEY, MAYER HENRY, Cavendish-sq., W. High Court. Pet. Oct. 11. Ord. Mar. 30.  
 KIRBY, JOHN THOMAS, Wisbech, Shoe Dealer. King's Lynn. Pet. Mar. 30. Ord. Mar. 30.  
 LANGRISH, ERNEST; WADE, STUART EDWARD; COLLINGWOOD, CUTHBERT; and LANGRISH, HAROLD MATTHEW, Finsbury, Manufacturers' Stationers. High Court. Pet. Mar. 15. Ord. Mar. 24.  
 LEFFEL, SIMON, Dalton, Furrier. High Court. Pet. Jan. 27. Ord. Mar. 30.  
 LENDER, ISRAEL, Spitalfields Market. High Court. Pet. Jan. 28. Ord. Mar. 30.  
 NOBLE JOSEPH, Kingston-upon-Hull, Stonemason. Kingston-upon-Hull. Pet. Mar. 30. Ord. Mar. 30.  
 SOLE, FRANC HILARY, 81, Albany, Herts, Schoolmaster. Barnet. Pet. Feb. 8. Ord. Mar. 24.  
 WHEATLEY, JAMES, Wellington, Salop, Licensed Victualler. Shrewsbury. Pet. Mar. 24. Ord. Mar. 24.  
 WEEFORD, SAMUEL, Devonshire, Farmer. Exeter. Pet. Jan. 17. Ord. Mar. 30.  
 Amended Notice substituted for that published in the *London Gazette* of March 22, 1921.

#### ADJUDICATION ANNULLED.

MITCHELL, ANDREW, Skirbeck, Lincoln Chemist. Boston. Adjud. Apr. 7, 1916. Annu. Feb. 17, 1921.

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